



EMPLOYEE HANDBOOK

Effective Jan. 1, 2024

ZIONS BANCORPORATION
A COLLECTION OF GREAT BANKS



WELCOME

Jan. 1, 2024

Dear Colleague:

We are pleased that you have chosen to work for Zions Bancorporation or for one of its subsidiary companies. We are recognized as one of the leading financial services companies in America, and our success is a direct result of the collective efforts of outstanding employees.

This employee handbook provides guidance related to our ethics, our personal responsibilities, our culture and our benefits. We would particularly encourage you to become familiar with our [Guiding Principles](#), as these are the principles and values that are at the heart of our organization.

This handbook also provides a great deal of helpful information on a wide variety of subjects including compensation, leave regulations, performance expectations, and other policies that support a culture of respect and appreciation. While some of the most common and important aspects of working for the Company are covered, you may not find answers to every question. If you are unsure about any aspect of your employment, you are invited and encouraged to contact your supervisor or designated Human Resources representative for more specific information.

Congratulations on joining us — we look forward to working with you. We hope that you will share our pride in working for a great organization, and that you will find personal satisfaction in being part of a successful team!

OUR GUIDING PRINCIPLES

We are one of the nation's premier financial services companies, consisting of a "Collection of Great Banks" and other financial services businesses located in some of the country's best growth markets.

Our goal is to create value. Value for our customers. Value for the communities we serve. Value for our employees. And, most importantly, value for our shareholders. Creating shareholder value must be a preeminent objective, since the support of our owners, whose capital has been entrusted to us, is essential to our very existence as an independent enterprise. The creation of enduring shareholder value requires that we achieve consistently superior risk-adjusted returns on capital, and that we achieve healthy, strong earnings growth.

The critical elements of our business, which must be mastered if we are to succeed, might be characterized as the three legs of a stool:

- Effective management of a wide variety of risks;
- Sales and the creation of a quality experience for our customers; and
- Control of operating expenses.

These three components of our business are at odds with one another and must be continually balanced and strengthened.

We want to have a reputation for being "conservatively" entrepreneurial; for being nimble, innovative and energetic in creating solutions for our customers while being judicious in our acceptance of risks.

We recognize that banking is a "local" business, and that to be successful, we must have very strong ties to the communities we serve and strong relationships with our customers.

We strive to make our clients stronger by creating economic opportunity for them; our goal is to provide products and services that strengthen our customers, not weaken them. We want to be proud of the customers we are associated with, and we want them to be proud to be associated with us. We are committed to improving the quality of life for our customers on every rung of the economic ladder by enthusiastically engaging ourselves in community issues and offering creative financing solutions to challenging community needs.

We know that an exceptional company can only be built by exceptional people, working together as a great team. We value our employees and are committed to search out, recognize and create fulfilling opportunities for outstanding people within our organization, and to reward them for their contributions to our success.

Above all, we recognize that our business involves a great degree of public trust and must always be conducted with integrity and decency.

We will operate within the spirit and letter of the law. We will be fair and forthright in our dealings with others. And we will strive to treat people — whether they be customers, employees, shareholders or even competitors — with respect and appreciation.

HANDBOOK OVERVIEW

This Employee Handbook (hereinafter, the “Handbook”) contains essential information about Human Resources policies and your job. You should read the Handbook in its entirety and become familiar with its contents.

This overview will introduce you to this Handbook and highlight other resources available to you relating to your employment with the Company. An employee who fails to comply with the policies set forth herein is subject to disciplinary action, including termination of employment and/or legal action if warranted.

This Handbook is intended to be an outline of policies and procedures only and, except for (i) the arbitration provisions (Section 4.4) and (ii) the provisions addressing nonsolicitation (Section 11.10) (which creates binding contractual obligations), it does not create a contract of continued employment, nor does it create any enforceable contractual, equitable, or other rights. The Company is an “at-will” employer and as such, employment may be terminated by you or by the Company at any time (with or without cause). This “at-will” employment status can only be altered as provided in the employment “at-will” policy (General Management Practice).

No supervisor, manager, executive or representative of your division, other than the Executive Officer of your division together with the Company’s Chief Human Resources Director, has the authority to enter into any agreement with you for employment for any specific duration or to make any commitment contrary to the “at-will” nature of employment. Only an express written agreement — signed by the President or CEO and the Chief Human Resources Officer — expressly designated as an employment contract or employment agreement, may change the “at-will” nature of the employment relationship.

Prior Handbooks or Policies

This Handbook, in conjunction with the Code of Business Conduct and Ethics, supersedes and replaces all prior reference materials, including and without limitation, previous employee handbooks, Human Resources policies, and benefits disclosures or similar documents.

If there seems to be an inconsistency between the Handbook, the Code of Business Conduct and Ethics, or any other document, please consult with your Human Resources representative.

Where additional department policy applies, that policy shall augment the requirements of the Handbook or Code of Business Conduct and Ethics and will not replace or contravene the Handbook or Code of Business Conduct and Ethics.

General Guidelines Only

This Handbook contains general information and guidelines. It is not intended to be comprehensive or to deal with all possible applications and detailed specifics of Company policies and procedures.

Severability

Except as expressly provided otherwise, each part of this Handbook shall be considered severable and if, for any reason, any provision of this Handbook is held to be inaccurate, invalid or inoperative, the other unaffected portions of the Handbook shall continue to be given full force and effect.

Additional Policies

The divisions of Zions Bancorporation are responsible for their own business operations and decisions, including employment matters. These divisions control the day-to-day labor and/or employment decisions that affect their employees directly. For that reason, there is latitude in how each division implements these policies. Your group, department, or branch may have additional guidelines, procedures, or signoff requirements. You can learn more about these from your supervisor or your designated Human Resources representative. Any department specific requirements or procedures cannot override the Handbook or its related policies without written authorization of the Company's Chief Human Resources Officer.

Updates and Changes

The Company may change any of its policies, procedures, benefits or other matters described in this Handbook or elsewhere, anytime, with or without notice, at the sole option of the Company. The changes may be enacted without prior consultation and with or without agreement by any employee.

However, the mutually binding obligation to arbitrate employment-related disputes is subject to change only as discussed in Section 4.4 of this Handbook. The contractual provisions addressing nonsolicitation (Section 11.10) can be changed by the Company's revision of this Handbook and your acceptance of the same via your annual electronic Handbook acknowledgement and continued employment thereafter. Changes or additions to Company policies or procedures are generally announced via the

Company's intranet and/ or by the Human Resources Department. Please be sure to familiarize yourself with them when they are announced.

The most current edition of this Handbook will be available on the Company's intranet site and will be the governing version of this Handbook at any given time. If you do not have access, please contact your designated Human Resources representative.

Occasionally the Company will change or modify its policies to conform with a change or difference in applicable law or changes in business practices. In such an event, the Company will try, but is not required, to give appropriate notification of such changes as soon as possible.

Definitions

The following definitions apply to this Employee Handbook:

- "Zions" shall mean Zions Bancorporation, N.A.
- "Company" shall mean the specific organization that employs you and controls the day-to-day labor and employment decisions that directly affect you such as a Zions affiliate or subsidiary, including the various banking divisions of Zions Bancorporation, N.A., namely, Amegy Bank of Texas, California Bank & Trust, Commerce Bank of Oregon, Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado and Zions First National Bank.
- "Zions Entities" shall mean Zions, its divisions and all its affiliates and subsidiaries.
- "Employee" means all full- and part-time employees of Zions Bancorporation, N.A., its divisions, and of each of its affiliate and subsidiary companies.
- "Immediate Family" means any person who is a child, spouse or parent of the employee, or who has the same familial legal standing with the employee under any applicable law.

States of California and Washington: A registered domestic partner has the same legal standing as a spouse under California and Washington law and any child of the registered domestic partner is considered a child of the employee under this definition of immediate family.

Other Resources

While this Handbook may answer many questions regarding your employment, the following resources are also available to answer additional questions you may have:

- Your supervisor.
- Your designated Human Resources representative.
- Zions Bancorporation Code of Business Conduct and Ethics.
- The intranet sites for Zions Bancorporation or any of its divisions.
- The designated support department(s) as mentioned in the Handbook.

GENERAL MANAGEMENT PRACTICES

The Company is committed to a diverse workforce and adheres to the hiring policies below.

Employment 'At-Will'

All Zions entities follow an “at-will” employment policy. Your employment with the Company has no specified term or length. Both you and the Company have the right to terminate your employment at any time, with or without advance notice, and with or without cause. Except as expressly provided below, no supervisor, manager or representative of the Company or any Zions entity or division has authority to make any promise regarding the duration, conditions or terms of your employment, which is inconsistent with this Handbook or to alter the “at-will” relationship.

Any written or oral statement to the contrary of this employment “at-will” policy by a supervisor, corporate officer, or other agent of the Company or any Zions entity or division is invalid (except as noted below) and should not be relied upon by any prospective or existing employee. To be valid, agreements different than employment “at-will” must be set forth in a written agreement signed by the President or CEO for your division and the Company’s Chief Human Resources Officer, and must be expressly designated as an employment contract or an employment agreement. A copy will be maintained centrally.

Any terms listed in an employment offer are valid only for the beginning of employment and may be subject to change any time after the employee’s start date. Additionally, all compensation agreements and arrangements must be approved in writing as outlined in Section 5.5, Variable Pay.

Equal Employment Opportunity

The Company prohibits illegal discrimination and reaffirms its policy of providing Equal Employment Opportunity, by extending equal employment and advancement opportunities to all employees and applicants for employment, without regard to race, color, religion, age (40 and over), sex, pregnancy, gender, disability, national origin, ethnic background, citizenship, protected veteran status, military service, sexual orientation, gender identity, genetic information, or any other characteristic protected by applicable federal, state or local law. As an Equal Opportunity Employer, the Company’s policy of nondiscrimination and nonharassment prevails throughout every aspect of the employment relationship, including hiring, training, promotion, compensation, benefits, termination and retirement. This policy is established and administered in accordance

with all applicable federal, state and local laws. Please refer to the box on the next page for more information on state law protections.

It is the Company's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. Also, the Company will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran.

Also, please refer to Section 4.2, Resolving Issues and Concerns, for how to report possible violations. The Company prohibits retaliation against persons engaged in protected conduct, such as reporting possible illegal discrimination and harassment and allegations of sexual assault.

Pregnancy Related Accommodations

The Company also does not discriminate based on pregnancy, childbirth, recovery from childbirth, breastfeeding or related conditions. Employees who require accommodations for pregnancy, breastfeeding, recovery from childbirth or related conditions should contact their manager/supervisor or Human Resources representative. Any employee who believes she has been discriminated against — or denied reasonable accommodations needed — because of pregnancy, childbirth, breastfeeding or related conditions should promptly report her concerns to her manager/supervisor or Human Resources representative.

Following childbirth, employees may request leave under the Pregnant Workers Fairness Act, as needed to recover from the same. Please contact Alight at 800-441-9560 to request a leave under the Pregnant Workers Fairness Act. Any questions should be directed to Alight or to your designated Human Resources representative.

Americans With Disabilities Act

The Company is committed to adhering to and enforcing compliance with the Americans with Disabilities Act of 1990, The Americans with Disabilities Amendments Act of 2008, and all other similar applicable laws by providing equal employment opportunities for qualified individuals with disabilities.

Any employee with a disability may request reasonable accommodations to assist in the performance of his or her job. The employee may make such a request by contacting either Human Resources or the company's third-party administrator, Alight, at 800-441-9560. The Company makes reasonable accommodations so that qualified individuals

with disabilities can perform the essential functions of a particular position. A fitness-for-duty examination may be required when medical certification is necessary to support a reasonable accommodation request. Also, please refer to Section 4.2, Resolving Issues and Concerns, on how to report possible violations.

Affirmative Action

The Company is an affirmative action employer. Our written affirmative action plan includes setting reasonable goals for recruiting and retaining a qualified workforce that mirrors the communities we serve. We encourage qualified applicants, regardless of race, sex, veteran status, disability or any other basis protected by law, to apply for employment with the Company. In accordance with our affirmative action program, the Company is an equal opportunity employer (refer to the Equal Employment Opportunity Section above).

The Company's affirmative action policy applies throughout every aspect of the employment relationship, including, but not limited to, recruitment, hiring, training, promotion, compensation, benefits, transfer, education and tuition assistance.

Cultural Diversity

Cultural diversity is the creation of a multicultural organization that is open, supportive and responsive. Employees can contribute to the Company's business objectives in an environment where differences are valued and encouraged. Cultural diversity supports an approach where different ideas and approaches to problem solving are encouraged to help make the Company more efficient and effective.

State laws also prohibit discrimination and harassment based on certain protected characteristics. For example, some of the relevant state-protected characteristics include marital status or spousal affiliation (Washington, Oregon, California, New Mexico); marriage to a co-employee (Colorado); sexual orientation (Washington, Nevada, California, New Mexico, Colorado, Oregon, Utah); expunged juvenile record (Oregon); genetic disorder, testing or status (Oregon, Colorado, Utah, Nevada, California); nepotism, except in line of supervision (Oregon); medical condition (California); family care leave status (California); gender identity (California, New Mexico, Colorado, Nevada, Washington Utah); use of legal products, e.g., tobacco, outside workplace (Wyoming, Colorado, New Mexico); immigration status, primary language and citizenship (California), disability (California has a broader definition of disability than does federal law); and physical characteristics historically associated with race including natural hair, hair texture, type or styles (Oregon, California, Nevada, Washington). Certain local governments (cities, counties) also may add to this list of protected classes for businesses within their jurisdiction.

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Appendix A

Appendix B

SETTING UP FOR SUCCESS

We want you to be successful in your new role. The checklist on the next page identifies important dates and information that you need to know as a new employee. If you need help — ask! Your manager, designated Human Resources representative, Orientation Team and co-workers are ready to assist you.

My Manager: _____

Manager's Phone: _____

My HR Business Partner: _____

HR Business Partner's Phone: _____

My employee number: _____

Required for various logins. Obtain from manager.

My hire date: _____

Obtain from offer of employment or manager.

Benefits Hotline • 1-800-789-4325

Payroll and Operations • 1-888-828-6191

Service Desk • 1-888-501-8157 or zions.service-now.com/sp

For assistance with PC desktops, laptops, new user setup, hardware, software, password resets, etc.

Risk/Ethics Hotline • 1-800-280-3361 or zionsethics.com

For submitting reports relating to concerns or violations of our Code of Business Conduct and Ethics.

YOUR CHECKLIST TO SUCCESS

| DONE | HANDBOOK REFERENCE | FOCUS AREA |
|------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 1.2 | I am required to complete Compliance training within 90 days of my hire date. My deadline is: _____. My required courses will be listed on the i-achieve training website (see item 8.4 below). |
| | 2.2 | I can expect to participate in New Employee Orientation. My orientation is scheduled for: _____. At this location: _____. |
| | 3.2 | My employment classification: <input type="checkbox"/> Exempt or <input type="checkbox"/> Nonexempt; <input type="checkbox"/> Full-time or <input type="checkbox"/> Part-time |
| | 3.5 | I understand my schedule and how to report and request absences. |
| | 3.11 | I have advised the Company of my contact information and emergency data and know how to access the Employee Portal from the Human Resources page on the Company intranet. |
| | 4.4 | I have reviewed the Mandatory Binding Company Arbitration policy (Section 4.4), and the contractual provisions regarding nonsolicitation (Section 11.10), and which is acknowledged [electronic signature] in the <i>Statement of Compliance</i> . |
| | 5.7 | My pay period is every two weeks, and the first payroll date is: _____ I have completed my new employee paperwork, including state-based tax forms. I have authorized my voluntary deductions. |
| | 6.2 | My benefits coverage is effective: _____. To be eligible, I must be regularly scheduled to work 20 hours or more per week. My benefits enrollment deadline is: _____. I have obtained information about benefits from one of the following sources: benefits.zionsbancorp.com • Participating in a webcast • Contacting the Benefits Resource Center • Viewing online learning in i-achieve • Reviewing the Benefits Information Guide Company-provided life insurance. I understand that if I am eligible to participate in benefits and choose not to do so, the Company will still provide me with basic life insurance, and I must go to the benefits enrollment site to name my beneficiary. If this applies to me, I plan to do this by: _____. |
| | 6.3 | I plan to enroll in the company-sponsored 401(k) on: _____. I must be 21 years or older, and it might be two to three weeks from my start date, until the info is on the system. |
| | 8.3 | I know how to access the intranet and i-achieve to review available workshops and self-study courses for professional development. |
| | 8.4 | I am required to complete online Compliance training within 90 days of my hire date. The i-achieve training website is at http://learning.zionsbancorp.com . |
| | Chapter 9 | I understand the Company requirements on communication systems and information security confidentiality and proprietary information of the Company and its clients. |
| | Chapter 10 | I understand the requirements for health and safety relevant to my role. |
| | Chapter 11 | I know what is required when I decide to leave the Company. |
| | i-achieve | I have acknowledged [electronic signature] the <i>Statement of Compliance</i> together with the <i>Zions Bancorporation Employee Handbook</i> . |

*This checklist is a guide to help you record and remember important information regarding your employment with the Company. It does not represent a comprehensive summary of all the information contained in the Zions Bancorporation Employee Handbook. Please ensure that you consult the full Employee Handbook and Company intranet to stay fully informed and up to date regarding all employment policies and associated information.

CHAPTER 1: A FOUNDATION OF INTEGRITY

1.1 Our Philosophy

1.2 Personal Responsibilities

1.3 Personal Conduct

1.4 Statement of Compliance With the Employee Handbook

1.1 OUR PHILOSOPHY

You were hired because the Company believes you are a person of integrity. In order for us to keep our clients' and shareholders' trust, each employee must make proper choices and preserve honesty and fairness in all business dealings. The following are broad guidelines for ethical conduct while representing the Company. For a more complete reference, please read the Code of Business Conduct and Ethics, which is available and applicable to all employees of all affiliate and subsidiary companies of Zions Bancorporation.

Our responsibilities as employees of the Company include:

- Acting with fidelity to our owners, the shareholders of the Company;
- Complying with the letter and spirit of all applicable laws and regulations and helping the Company achieve a high level of compliance;
- Avoiding or ethically handling conflicts of interest or the appearance of conflicts, which could destroy the trust vested in us by our shareholders and clients;
- Maintaining the integrity of our financial data and the quality of our public disclosures, which are critical for public companies and financial institutions;
- Maintaining confidentiality and privacy in order to protect our current and prospective clients, clients, and employees; and
- Providing a safe, positive working environment honoring fairness and diversity.

In the end, the performance of the Company and your personal success within the Company depend on the honesty and integrity of all employees. We are a team, working together to provide valuable and essential services in our community — in the right way.

1.2 PERSONAL RESPONSIBILITIES

Here are your personal responsibilities:

- **Be Honest.** Be absolutely and completely honest in every way and in every circumstance. Act with fidelity to our owners; don't use Company assets for your personal benefit. Do your best to record business transactions accurately and ensure that the Company's public and regulatory disclosures are accurate, complete and understandable.
- **Respect Others.** Deal with others — including your fellow employees, and our clients, suppliers, shareholders and competitors — as you would like them to deal with you. Maintain the confidentiality of customer information.
- **Avoid Conflicts of Interest.** Never take advantage of your position with the Company, or your access to private information not generally known by the public, to profit personally or to benefit a member of your family. Avoid using Company resources for personal use.
- **Comply With Laws, Regulations and Policies.** Maintain a high level of compliance awareness by following policies and procedures that are aligned with consumer protection laws and regulations, anti-discrimination laws and regulations, anti-money laundering laws, and other related laws, and regulations. Understand and comply with the requirements outlined in the Zions Bancorporation Risk Appetite Framework to remain in alignment with the Company's risk appetite.
- **Follow the Code of Business Conduct and Ethics.** Know the requirements of the Code of Business Conduct and Ethics and the applicable laws and regulations, which govern our business and strictly comply with all of them.
- **Speak Up.** If you are unsure about the appropriateness of an action, ask. If you observe or become aware of possible imprudent risk-taking violations or improper conduct, promptly report your concerns.

If consulting the Code of Business Conduct and Ethics does not satisfactorily answer your ethics questions, you can also reach out to these contacts:

- Your local supervisor;
- Your local Human Resources representative;
- Your local Compliance representative;
- Your local CEO or CFO;
- Director of Internal Audit of the Company;
- Chief Human Resource Officer of the Company;

- General Counsel;
- The Risk/Ethics Hotline at 1-800-280-3361; or
- The Zions Bancorporation Risk/Ethics online reporting system at zionsethics.com (managed by a third-party supplier and allows for anonymous reporting).

Anonymous Reporting

Employees can report anonymously through the Risk/Ethics Hotline at zionsethics.com or 1-800-280-3361, which is managed by a third-party supplier.

Ethics Awareness Training

Employees are required to complete the ethics awareness training and certify compliance with the Code of Business Conduct and Ethics each year. Awareness training also provides information on how to submit alerts using the Risk/Ethics Hotline, and is available through i-achieve.

To the extent possible, information reported to these sources will remain confidential, subject to the Company's need to investigate the information and respond to the situation appropriately. Information may be provided anonymously should you feel the need to protect your identity.

1.3 PERSONAL CONDUCT

Ethical personal conduct involves a spirit of fairness. You should conduct yourself in a professional manner and work cooperatively with co-workers, management, clients and suppliers:

- Respect the personal and property rights of others;
- Comply with Company policies;
- Maximize your ability to perform your job, increase teamwork with co-workers, and increase the willingness of others to do business with you; and
- Obey the law.

Financial Institution Bond

You must be bondable, which typically means that you have not been denied a bond and that you have never been convicted of a crime involving fraud, dishonesty, embezzlement, or breach of trust, including, but not limited to tax evasion, perjury, forgery, theft, shoplifting, or robbery. Convictions for minor infractions (such as traffic

violations) generally will not prevent you from being bonded (see Code of Business Conduct and Ethics).

Obligation to Disclose

You must disclose directly to your Human Resources Department all details in writing if you become or have been involved in any of the following:

- Conviction of any of the crimes listed above;
- Civil judgments against you related to any of the crimes listed above;
- A civil offense involving crimes of dishonesty, breach of trust or other convictions that may impact your employment;
- Denial of a bond;
- Claim against a bond;
- An adverse finding against you by a financial regulatory agency; and/or
- Are charged with, are currently out on bail and/or are released on own recognizance for any of the crimes listed above.

While employed by the Company, you must disclose any of the listed actions within 24 hours of involvement. Failure to fully disclose such information may result in your termination.

The Statement of Compliance with the Employee Handbook provides you with an opportunity to disclose any matters that may be exceptions to the policies.

Your continued employment will be deemed to be an acceptance of the Handbook.

1.4 STATEMENT OF COMPLIANCE WITH THE EMPLOYEE HANDBOOK

You must review this Employee Handbook and electronically sign a Statement of Compliance with the Employee Handbook to certify that, among other things, you:

- Have received, read and understand the policies;
- Will comply with all additional Company policies, both Human Resources and non-Human Resources related;
- Understand that where additional department policy applies, that policy shall augment the requirements of the Handbook or Code of Business Conduct and Ethics and will not replace or contravene the Handbook or Code of Business Conduct and Ethics;

- Are aware that not complying with the policies may result in corrective action, up to and including termination of employment;
- Are presently in compliance with the policies and have no exceptions (other than those reported on your Statement of Compliance with the Employee Handbook and with the Code of Business Conduct and Ethics);
- Understand that employment at the Company is on an “At-Will” basis and subject to the variable pay policy. (Refer to Employment “At-Will,” and Section 5.5, Variable Pay);
- Agree with and accept the contractual Mandatory Binding Arbitration Policy and Agreement. (Refer to Section 4.4, Mandatory Binding Arbitration Policy); and
- Agree with and accept the contractual provisions regarding nonsolicitation (Refer to Section 11.10, Nonsolicitation).
- I acknowledge that I have read and will comply with the contents of Handbook Section 10.15 (“Distracted Driving”) and certify that I will not engage in distracted driving (as defined in Handbook Section 10.15) while on Company business.

The Statement of Compliance with the Employee Handbook provides you with an opportunity to disclose any matters that may be exceptions to the policies.

Your continued employment will be deemed to be an acceptance of the Handbook.

CHAPTER 2: HIRING POLICIES AND PROCEDURES

- 2.1 Our Philosophy
- 2.2 New Employee Orientation
- 2.3 Job Posting Program
- 2.4 Nepotism and Improper Influence
- 2.5 Background, Credit and Criminal Record Checks/Fingerprinting
- 2.6 Use of Social Media in Recruiting Activities
- 2.7 Use of Temporary or Contingent Workers, or Independent Contractors

2.1 OUR PHILOSOPHY

The Company's long-term success depends on our employees' talent, work ethic and skills. We strive to recruit and hire employees based on individual ability and experience, in compliance with Equal Employment Opportunity and Affirmative Action laws and regulations. We promote and encourage a diverse workforce. In keeping with the growing diversity in our marketplace, we are committed to recruiting and retaining the most qualified individuals who reflect the diversity of the markets we serve.

The Company's general guideline is that we hire adults, age 18 and older, for all of our employment opportunities. However, for approved high school related programs and internships, we may consider hiring employees under the age of 18. Cash handling and driving positions are excluded. Prospective candidates will be required to pass our background screening process, and will require parental or guardian consent. Programs specifically targeting those 18 and under will require prior approval from the HR Director and Director of Recruiting.

2.2 NEW EMPLOYEE ORIENTATION

New employees can expect to participate in an orientation program sponsored by the Human Resources Department. This orientation may also be supplemented by additional information provided by specific units within the Company. The Company provides an orientation to new employees to help ensure that all employees receive information to assist in their integration into the Company.

2.3 JOB POSTING PROGRAM

The Company is committed to the advancement of its employees, and we encourage our employees to apply for posted positions. Certain positions may first be posted internally before being posted externally.

However, there may also be instances where an open position is not posted but rather is filled as a result of succession planning or other reasons as determined appropriate by management. Open jobs may be accessed through links on the Company intranet and internet sites. Employment decisions are made by the Company.

Application Requirements

To apply for a posted job, employees must complete an online employment application for the Company and follow other procedures indicated in the posting.

Active employees can apply for posted jobs that fit their qualifications and interests. For exempt positions, the employee should have been in their current department and job for at least one year. For nonexempt positions, the employee should have been in their current department and job for at least six months. Certain circumstances may require additional time on the job or waiving the time-in-job requirement for particular positions. A Human Resources manager, in conjunction with the business unit manager, will determine when exceptions will be made. Exceptions are at the sole discretion of the Company.

Once an employee is identified as a viable candidate and selected for an interview, the employee is required to inform his or her current supervisor of his or her interest in the position. An employee may not apply for posted positions while on corrective action unless his or her manager and designated Human Resources representative agree that the reason for the corrective action would not impact the employee's performance in another position. (Refer to Section 4.5, Performance Counseling, and 4.6, Performance Appraisal Process.)

Certain positions may require a basic skills test. Employees may be required to complete the same skill tests required of external applicants.

Questions about the job posting process should be directed to the employee's designated Human Resources representative or recruiter.

2.4 NEPOTISM AND IMPROPER INFLUENCE

Unless written approval is obtained from the Company's Chief Human Resources Officer, the Company does not allow employees to work where a close relative or someone of similar relationship is in a position to exercise authority over hiring, job assessment, job assignment, training, promotion, salary, or other matters that may create an actual or apparent conflict of interest. For the purposes of this policy, the term "relative" shall include the following relationships: relationships established by blood, marriage or legal action (such as adoption). Examples include an employee's spouse, parents, children, siblings, parents-in-law, sister-in-law, brother-in-law, son-in law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, grandchildren or cousin. The term also includes domestic partners (a person with whom the employee's life is interdependent and who shares a common residence) and the relatives of an employee's domestic partner.

Relatives of an existing employee will be considered for employment on the basis of their qualifications. Without the approval of the Company's Chief Human Resources Officer, and unless otherwise required by applicable law, individuals in the above category should not be hired if such employment would:

- Create a supervisor/subordinate relationship;
- Create a circumstance where an employee has an audit or approval function over a relative;
- Have the potential for creating an adverse impact on work performance; or
- Otherwise create either an actual or apparent conflict of interest.

Disclosure

Applicants and employees are required to disclose fully and immediately to their supervisor, hiring manager, or their local Human Resources representative, the existence of any relationship addressed by this policy, whereupon an exception to this policy must be sought and obtained from the Company's Chief Human Resources Officer. Failure to do so may result in corrective action up to and including termination of employment. When an exception to this policy is denied, one of the two affected employees must leave their position via transfer or resignation, within 30 days of said denial; otherwise, the Company will decide which of the two will be required to leave.

The Company, in its sole discretion, shall determine the existence of a prohibited employment relationship. Depending on the circumstances of each case, dating/romantic relationships may also be covered by this policy at the Company's sole discretion.

2.5 BACKGROUND, CREDIT AND CRIMINAL RECORD CHECKS/FINGERPRINTING

In accordance with applicable federal and/or state law, the Company reserves the right to conduct preemployment screening to include criminal records of all prospective and current employees. The Company also reserves the right to require prospective and current employees to be fingerprinted. The Company reserves the right to investigate the work, education, driving records (where applicable) and criminal background of prospective and current employees to protect its assets and to comply with federal regulations and other applicable laws. Where needed, your consent will be obtained prior to the Company undertaking such investigations.

Federal regulations prohibit the Company from employing, continuing to employ, or associating with persons convicted of crimes involving dishonesty or breach of trust. (Refer to Section 1.3, Obligation to Disclose.) Notwithstanding this, however, convictions for other crimes will not necessarily function as a bar to employment and will be considered on a case-by-case basis.

The Company will comply with all applicable federal, state and local laws (in addition to the Fair Credit Reporting Act) regarding these background checks.

If an employee's position is identified by the Company as one that has access to highly sensitive information, subsequent and ongoing background check monitoring may be required for the duration of the employees' employment in such position.

2.6 USE OF SOCIAL MEDIA IN RECRUITING ACTIVITIES

The growth of social networking websites — such as Facebook, LinkedIn and Twitter — has significant ramifications for recruiters and hiring managers. Unless care is exercised, the use of social networking sites in recruiting and screening candidates for employment and in post-hire decisions may increase the potential for discrimination and misuse of personal data. For more information, refer to Section 9.10, Social Media Use.

Employees may use Facebook, LinkedIn and Twitter to post current open positions at the Company. Employees should consider and incorporate the Company's brand guidelines before posting. For clarification on approved language to use when posting current open positions on social media sites please consult with your Human Resources representative or recruiter.

Outside of LinkedIn, employees may not use social media to search prospective candidates' social media profiles to make hiring decisions. Human Resource representatives who are authorized as Designated Recruiting representatives may review the profile pages of candidates based on Bona Fide Occupational Qualifications and specific job-related criteria.

2.7 USE OF TEMPORARY WORKERS, CONTINGENT WORKERS OR INDEPENDENT CONTRACTORS

In some cases, the Company may hire temporary or contingent workers to meet variable demand. Similarly, the Company may retain independent contractors, professional services personnel and consultants to perform specialized or unusual tasks.

For the purpose of this Handbook, these types of workers are not employees of the Company; they work for a different employer or are self-employed and provide services to the Company.

The Company requires managers to gain approval prior to obtaining services for temporary or contingent workers, independent contractors, professional services personnel or consultants. Please contact the Human Resources Department for the appropriate approval process for your affiliate.

Workers in these categories are not eligible for benefits. The Company will follow all hiring and tax laws when engaging any type of personnel services. These types of workers are expected to adhere to all Company policies and ethics standards. Temporary or contingent workers, independent contractor's professional services personnel and consultants will be required to pass preemployment screening and sign nondisclosure agreements as determined by their specific contract with the Company.

CHAPTER 3: ON THE JOB

- 3.1 Our Philosophy
- 3.2 Employment Classification
- 3.3 Performance Expectations
- 3.4 Appearance Standards
- 3.5 Attendance, Punctuality and Absences
- 3.6 Work Schedules
- 3.7 Overtime
- 3.8 Breaks and Meal Periods
- 3.9 Personnel Records
- 3.10 Ownership of Intellectual Property
- 3.11 Changing Personal Information and Consent to Receive Messages

3.1 OUR PHILOSOPHY

We are a team, working together to provide valuable and essential services in our community — in the right way. As part of the commitment to working together we agree to adhere to “on the job” guidelines that support efficient Company operations and the safety and benefit of all employees.

3.2 EMPLOYMENT CLASSIFICATION

Based on the conditions and terms of employment, all employees are classified as either exempt or nonexempt. Employees are then further classified as full-time or part-time. Employment classifications are important in determining eligibility for various benefits and to ensure that we meet all applicable legal requirements.

Employee benefits are available to employees based on their employment classification. Eligibility for some benefits is subject to specified rules and definitions contained in the plan documents. The following are the categories used to define employee status:

Exempt and Nonexempt

Exempt employees are paid on a salary basis and hold positions that meet specific tests established by the Fair Labor Standards Act and/or state laws and regulations resulting in exemption from overtime pay and other requirements imposed by applicable law. Included are persons in certain administrative, executive, professional, computer and outside sales positions. Exempt employees do maintain a record of time off and do not receive overtime payment. Exempt employees are expected to work the hours

necessary to perform the function of their position and may be subject to performance counseling for consistent or frequent full or partial day absences for personal reasons.

Your Human Resources Department, in conjunction with the Corporate Compensation Department, determines which jobs are exempt.

Nonexempt employees are those employees whose positions do not meet the established FLSA and/or state exemption tests. They are not exempt from overtime pay requirements and are compensated for hours worked in excess of 40 per week at the pay required by law, and in some states hours worked in excess of eight hours in one day. A nonexempt employee's wages may be paid hourly or on a set salary basis, but are based on the actual hours they spend working. Nonexempt employees must accurately report all actual time worked.

Full-time

Full-time employees are hired to work the Company's normal workweek and include individuals who are regularly scheduled to work 20 or more hours per workweek. Full-time employees are generally eligible for all standard benefits. Full-time employees do not include temporary employees who work on a short-term basis for a specified period of time, even though they may regularly work 20 or more hours per work week during that period of time.

Some full-time employees are paid on a full commission basis. These employees are generally eligible for all standard benefits with the exception of paid time off. Instead of PTO, these employees may be eligible to receive an advance payment against future commissions. If you are a commissioned employee, your supervisor will inform you of the amount and nature of any advances.

Part-time

Part-time employees are scheduled to work less than 20 hours each work week. These employees may also include those who work on a short-term basis for a specified period, even though they may regularly work 20 or more hours per workweek during that period; call-in temporaries; peak-time tellers; and other employees who have no regularly assigned hours. These employees may be eligible for limited benefits.

3.3 PERFORMANCE EXPECTATIONS

All employees are expected to conduct themselves positively and professionally at all times. Basic standards for any position in the Company include, but are not limited to, adherence to time schedules, timely notification of absences, wearing appropriate

clothing, workplace orderliness, working productively, producing high-quality work, compliance with Company policies, and courteousness to fellow employees and clients.

Employees' personal conduct (i.e., honesty, integrity, ethics, attitude, professionalism, etc.) reflects not only on employees but the Company as well. Employees, in accepting the obligations of their job, are expected to lead by example and demonstrate the utmost in professionalism and integrity. Employees are also expected to comply with Company policies and to act positively and professionally to promote the Company's best interests. Good judgment should be used at all times to convey competence and inspire confidence.

In addition, where applicable, you are expected to receive consistent satisfactory performance reviews based on criteria relevant to your specific position, including productivity and quality of work. You are expected to adhere to performance standards and to the Code of Business Conduct and Ethics.

3.4 APPEARANCE STANDARDS

Your appearance must create a positive, professional image appropriate for your function. Dress standards may vary according to the circumstances in which you work within the Company and the amount of contact you have with the public. You will generally find our standards are higher than other industries. Your supervisor can provide additional guidance regarding what is appropriate for your work area. Regardless of position, you are required to maintain an appropriate level of personal hygiene.

If your supervisor determines that your appearance is inappropriate, you may be required to return home, unpaid (nonexempt employees), to make appropriate changes. Continued inappropriate appearance may result in corrective action, up to and including termination.

3.5 ATTENDANCE, PUNCTUALITY AND ABSENCES

You are expected to report to work on time and be able to perform your assigned work duties. The Company establishes work schedules that best meet customer needs and are consistent with superior operating efficiency. Absences and tardiness are disruptive and create issues for the Company's clients and your co-workers. Good attendance and punctuality, as outlined below, are necessary for continued employment at the Company. Your supervisor may take appropriate disciplinary action, up to and including termination, for unacceptable attendance and tardiness.

Timekeeping

Upon commencing work (whether during or after traditional working hours), nonexempt employees must clock into the online time clock program to enter their work start time and must then clock out to enter their work end time, also via the online time clock program. Nonexempt employees must also clock out for required lunch periods and clock in when they resume work, also via the online time clock program. This applies whether the nonexempt employee is working on-site or remotely from home (or any other location).

Absences

The Company defines an absence as missing one or more regularly scheduled workday(s) for the same reason, which could include any portion of a workday when you are not present at work. Absence types include the following (Refer to Section 7.4, Absences, for further information):

- **Planned** — Schedule planned absences as far in advance as possible with your supervisor's agreement.
- **Unplanned** — If you must be absent due to illness or emergency, you must make a reasonable attempt to personally and directly notify your supervisor as soon as possible, but no later than 30 minutes before your scheduled starting time, each day you will be absent. (Your department may have different guidelines based on business needs.) If operating a vehicle, please notify your supervisor as soon as it is reasonably safe to do so. If your immediate supervisor is not available, contact another supervisor of the department or the Company.
- **Without Notice** — If you are absent from work without personally and directly notifying your supervisor within 48 hours following the start of your scheduled shift, your absence may be considered job abandonment resulting in a voluntary resignation.

Some absences are not subject to performance counseling, such as Family and Medical Leave, accommodation leave under the Americans with Disabilities Act or related laws, Jury Duty, leave for voting, Military Service Leave, and paid sick leave provided under applicable state or local law. Please see your designated Human Resources representative for other absences that are protected under state and federal law.

If you have frequent absences, your supervisor may use the guidelines in Table 3.1 to counsel you. These guidelines do not create a progressive discipline policy and the Company reserves the discretion to choose the appropriate form of discipline, up to and including termination, in any circumstance.

Table 3.1

| If You Have: | You May Be Subject To: |
|-------------------------------------------------------------------|--------------------------------------------------------------|
| Three separate unplanned absences of any length within six months | Verbal warning |
| Four separate unplanned absences within six months | Written warning |
| Five or more unplanned absences within six months | Appropriate corrective action, which may include termination |

Punctuality

Punctuality is a requirement of continued employment at the Company. Tardiness is defined as reporting to work late or returning late from lunch or breaks. If you are going to be tardy, you must make a reasonable attempt to personally and directly notify your supervisor as soon as possible. If operating a vehicle, please notify your supervisor as soon as it is reasonably safe to do so. Your supervisor sets punctuality standards for your department; therefore, your department may have different guidelines based on business needs.

If your immediate supervisor is not available, contact another supervisor of the department or the Company. Unapproved tardiness or a pattern of such conduct may result in corrective action up to and including termination.

3.6 WORK SCHEDULES

The standard full-time work schedule is based on 40 hours per week. Some employees may be scheduled by their supervisor to work more or less than 40 hours per week to meet the needs of the business unit. All nonexempt employees will be compensated for hours worked over 40 in one week and in some states over eight in one day, at the applicable overtime rate. (Refer to Section 3.7, Overtime, for additional details.)

Travel Time

Nonexempt employees who are required to travel as part of their job (i.e., to a seminar, meeting or alternate work site) are compensated for travel time under the specific conditions outlined below.

When a nonexempt employee travels during normal working hours (regardless of the day of week), all travel time is considered work time for which the employee is

compensated at the normal wage. When the Company requires a nonexempt employee to travel before or after normal working hours and exceeds his or her normal commuting time, the employee is compensated for the time spent traveling in excess of normal commuting time. Compensated travel time may include the amount of time waiting in an airport for a required flight depending on applicable federal, state and local laws. For further clarification contact your Human Resources Department.

Alternative Schedules

The Company establishes your place and hours of work to help it service clients effectively and efficiently.

In doing so, the Company may approve alternative work schedules as outlined below. If you believe an alternative work schedule would help you better meet your clients' needs, discuss your ideas with your supervisor. The decision will be made based upon business needs, including applicable law. Approved alternative work schedules may be implemented once all state-specific requirements have been met.

To participate in alternative work schedules, you must have the approval of your manager and designated Human Resources representative. The following are common types of alternative schedules:

Flextime

Employees work the same number of hours as is customary each day, but they arrive and depart either earlier or later than usual.

Compressed Workweek

Employees work the same number of hours in a week, but they compress the hours over fewer days. State regulations may have additional legal requirements.

Job Sharing

Two employees do the work of one full-time job by sharing hours, responsibilities and benefits.

Flexible and Remote Work Arrangements

Employees with flexible work arrangements spend part of the workweek working outside of the office, either from home or another location and the rest of the time in the office. Remote workers spend all of the workweek working outside the office, either from home or another location, seldom coming to the office, if at all. Flexible and remote workers are required to maintain the same level of communication with management on a

regular basis regarding work assignments and performance as their in-office counterparts.

It is the Company's general policy that, in the great majority of cases, employees will work in a Company office or branch facility. Flexible and remote work is not available for most job positions; for instance, it is not an option for positions that require an employee to be in the office as an essential characteristic of their job or for them to be able to perform the essential duties of their job. Manager approval is required in all cases where flexible and/or remote work is available. Flexible and remote work employees remain subject to being called into the office, as required by their manager (e.g., in-office trainings, mandatory meetings). Fully remote work employees who are required to come into the office may submit for travel and mileage reimbursement.

Flexible or remote work can only be approved by the employee's manager, which may require consultation with Human Resources and/or executive approval. Employees are not permitted to work remotely outside the 50 United States unless it is for approved travel where the primary purpose is to conduct official Company business. Flexible and remote work arrangements are subject to ongoing review of the business and productivity effectiveness. Flexible and remote work employees remain obligated to comply with all Company rules, policies, practices and instructions that would apply if the employee were working at the regular Company worksite. This also applies to any department specific guidelines. Please keep the following in mind:

- Continuation of remote work is subject to ongoing review of the Company's business needs and the employee's productivity. The Company reserves the right to alter, modify or revoke an arrangement at any time for any reason with or without notice, although every effort will be made to provide advanced notice for the convenience of the employee. Any revocation of an ADA-based remote work accommodation shall be done in accordance with the ADA.
- Employees agree that their remote work arrangement is only applicable to the state in which they were approved. Employees are required to notify the Company prior to relocating to another state. Failure to do so may result in disciplinary action up to and including termination.
- Employees, including flexible and remote work employees, are not allowed to be employed by another employer for the performance of work during the same hours they have been scheduled to work for the Company.
- Products developed or produced for the Company by an employee remain the property of the Company.
- At all times while working from home, employees are responsible for obtaining and maintaining an internet connection at their home and to ensure that they

have sufficient Wi-Fi capabilities to enable them to work without interruption, and commensurate with their job responsibilities and duties.

- Work hours, compensation and leave scheduling while telecommuting/working remotely shall continue to conform to applicable Company policies and procedures.
- Flexible and remote work employees are expected to work — and be easily accessible and available — at all times during their scheduled working hours. This includes being available to their manager(s) and timely responding to voicemails, emails and other communications and requests.
- Requests for time off must be coordinated through the employee’s manager.
- The employee agrees to ensure the remote site is safe and ergonomically suitable. The Company reserves the right to inspect the employee’s workspace and/or request photographs of the same, with or without notice, during work hours.
- Injuries sustained by employees while working at their home office location, and in conjunction with their regular work duties may be covered by the Company’s Worker’s Compensation Policy. Injuries occurring elsewhere in the home or to other individuals on the premises will not be covered by Worker’s Compensation. Employees are responsible to timely notify the Company of such injuries in accordance with Company worker’s compensation procedures. Refer to the Employee Handbook Section 10.7 Workplace Injury and Illness for additional details.
- It is the employee’s responsibility to make necessary arrangements for the care of dependents, including children or other persons in the home who require the services of a nurse or skilled caretaker. Flexible and remote work is not designed to be a replacement for appropriate child care, or for satisfying the employee’s dependent care responsibilities.
- Remote work employees must adhere to all meal and rest break schedules agreed upon with their manager and take all meal and rest breaks in compliance with any applicable state law.
- When attending virtual meetings, flexible and remote work employees are encouraged, and may be required, to engage their camera absent unusual circumstances.

Privacy/Confidentiality/Intellectual/Physical Property

Employees are required to take reasonable steps to protect any and all Company property and information from theft, damage or misuse. Refer to the Employee Handbook (Section 3.10 Ownership of Intellectual Property, 9.4 Protection of Assets and Information) for additional details. Employees should also review and be familiar with the Company’s Information Security Policies, which can be found on the

Governance Documentation Repository or by typing 'governance' into your internet web browser.

Employment Termination

When a flexible or remote work employee terminates employment, the flexible or remote work arrangement is automatically ended. Company owned equipment and supplies must be returned in a timely fashion. Refer to the Employee Handbook (Section 11.12 Return of Company Property) for additional details.

Workplace Posters

Local, state and federal employment posters are made available electronically on the [Company intranet](#).

Outside Employment

All employees are expressly prohibited from holding a full-time position of employment with another employer without first obtaining approval via the Risk/Ethics Hotline **and** with the approval of their manager. In no event may an employee be employed by another employer for the performance of duties during the same hours the employee is scheduled to work for the Company. All requests for approval can be submitted to the Risk/Ethics Hotline at zionsethics.com or 1-800-280-3361. All employees are also expected to adhere to all outside employment guidelines provided in Section 3.1 of the Code of Business Conduct and Ethics.

3.7 OVERTIME

You may be required to work more than a normal work week/day when necessary. The Fair Labor Standards Act and some state laws require a premium overtime payment to nonexempt employees for hours worked beyond established thresholds. All overtime requires your supervisor's approval before working the additional time; however, all time worked will be paid when required by applicable law at the appropriate overtime rate. Employees are also prohibited from working while they are not clocked in (i.e., off the clock). The following sections outline the overtime pay requirements for these employees:

Exempt

Certain administrative, executive, professional, computer and outside sales positions (including full-commission employees) are exempt from the FLSA and/or state-mandated overtime pay requirements. Exempt employees have the following distinctions:

- Are not covered by the requirements of FLSA and/or state laws and regulations;
- Do maintain a record of their time off;
- Do not receive pay for overtime;
- Subject to certain limited exceptions, receive their full salary for any week in which they perform any work, without regard to the number of hours worked in that week; and
- Are generally expected to work approximately 40 hours or more each week and may be subject to performance counseling for consistent or frequent full or partial day absences for personal reasons.

Exemptions are defined by federal and/or state laws and regulations and are based on the job duties of the employee. Your Human Resources Department, in conjunction with the Corporate Compensation Department, determines which job titles are exempt.

Nonexempt

All positions that do not meet the federal and/or state law and FLSA requirements for exemption are referred to as “nonexempt.” Nonexempt employees have the following distinctions:

- Receive pay for overtime; and
- Must report all actual hours worked.

3.8 BREAKS AND MEAL PERIODS

Nonexempt employees are typically allowed certain rest breaks and meal periods during the workday. Your supervisor may schedule breaks and meal periods, taking into account business needs and any applicable state law. Table 3.2 summarizes the number of meal periods provided, and the number of rest breaks authorized and permitted, for nonexempt employees.

Table 3.2

| If Your Workday Is: | You Typically Will Receive: |
|----------------------------------------|-----------------------------------------------------------------------------------|
| Less than 3 1/2 hours | No breaks |
| From 3 1/2 hours to 5.00 hours | One paid 15-minute break |
| More than 5.00 up to 6.00 hours | One paid 15-minute break, plus at least a 30-minute unpaid, off-duty meal period |
| More than 6.00 hours up to 10.00 hours | Two paid 15-minute breaks, plus at least a 30-minute unpaid, off-duty meal period |

| | |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| More than 10.00 hours | Three paid 15-minute breaks, plus at least a 30-minute unpaid meal (In California, two 30-minute unpaid, off-duty meal periods when working more than 10 hours) |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|

If you are allowed more than one rest break, they are to be taken separately — one during the first portion of your shift, and one during the second portion of your shift (each one at roughly the midpoint of each work period). You may not combine a rest break with a meal period, or defer a rest break or meal period until the end of the workday to leave in advance of your scheduled end-of-day work time. Break and meal period requirements may vary depending on the state in which you work. Please contact your designated Human Resources representative for break and meal period guidelines required by applicable law.

If you believe you have been denied, or have been unable to take, a rest break or meal period to which you were entitled, you should promptly notify your supervisor or Human Resources Department.

State of California

If a nonexempt California employee works more than 5.00 hours in a day, he or she is provided with the opportunity to take a meal period of at least 30 uninterrupted minutes that begins before working more than 5.00 hours. An employee may waive this meal period if the employee’s total hours worked is no more than 6.00 hours. If an employee works more than 10.00 hours in a day, the employee is provided with the opportunity to take a second meal period of at least 30 uninterrupted minutes (except if the total hours worked equal no more than 12.00 hours, the second meal period may be waived by mutual consent of the employer and employee; but only if the first meal period was not waived).

California meal periods for nonexempt employees have the following features:

- Begins before working more than 5.00 hours (see above for more than 10 hours in a workday);
- Relieves the employee of all work duties;
- Relinquishes employer’s control of the employee’s activities;
- Permits the employee to have an uninterrupted meal period;
- Allows the employee to leave the work premises; and the employer cannot impede or discourage the employee from any of the above.

Nonexempt employees in California may take a 15-minute rest break for every four hours worked, or major fraction thereof. Insofar as practicable, rest breaks will be provided in the middle of work periods. For example, for an eight-hour workday, the employee will be provided one rest break before the meal period, and one after the meal period. Rest breaks are paid. During rest breaks, employees will be relieved of all work duties. Employees are encouraged to leave their work area during rest breaks in order to achieve the rest and refreshment the break is designed to give and are free to leave the premises.

California employees will be asked when punching out at the end of each workday whether they received their meal periods and rest breaks. Employees are expected to provide truthful responses to these questions. If any employee is pressured to provide untruthful responses, the employee should promptly notify the Human Resources Department.

Lactation Breaks

The Company will provide a reasonable amount of break time to any employee who desires to express milk for the employee's infant child, each time the employee needs to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express milk that does not run concurrently with break time already provided to the employee shall be unpaid, and nonexempt employees may be required to clock out for such additional lactation breaks.

Lactation Locations

The Company will provide a suitable location, other than a bathroom, for an employee to express milk in private that is in close proximity to the employee's work area that is shielded from view and free from intrusion while the employee is expressing milk. Employees with private offices may use their offices for this purpose if their office meets all the following requirements. The lactation location will (1) be safe, clean, and free of toxic or hazardous materials; (2) contain a place to sit and a surface to place a breast pump and personal items; and (3) have access to electricity, or alternative devices including but not limited to extension cords or charging stations needed to operate an electric or battery-powered breast pump. Additionally, the Company will provide employees with access to (1) a refrigerator where employees can store breastmilk, or, if a refrigerator cannot be provided, with another cooling device suitable for storing milk (e.g., employer-provided cooler); and (2) a sink with running water, in close proximity to the employee's workspace.

Requesting Lactation Accommodations

Employees have a right to request lactation accommodations. To request a lactation accommodation, employees should contact their supervisor or designated Human Resources representative.

If the Company does not provide a lactation accommodation or provides a lactation location that does not meet all the requirements outlined in this policy, the Company will provide the employee with a written response that identifies the basis upon which the Company has denied the request.

Complaint Procedure

If an employee believes the Company has improperly denied a lactation accommodation or believes that the Company has violated any applicable law relating to lactation accommodations, the employee should immediately bring the concern to the attention of their supervisor or designated Human Resources representative. California employees may also file a complaint with the Labor Commissioner for any violation of their lactation accommodation rights.

Retaliation Prohibition

No employee will be retaliated against for exercising any right to lactation accommodations or for exercising any other right protected under applicable law.

3.9 PERSONNEL RECORDS

The Company maintains payroll and job-related personnel records, which may be accessed in accordance with laws of the state where the employee is located.

If you believe your file is inaccurate or you disagree with information contained therein, you may write a letter or memo to your Human Resources Department detailing your concerns.

Due to the confidential nature of employment references, interview forms and other similar documents, you will not be granted access to personnel documents unless required by state law.

Access by Others

The Company protects the confidentiality of employee records by generally restricting access to Company employees who have a legitimate business reason to see it, and to those asserting valid legal authority (e.g., a subpoena).

Employment Verification

Employment verification requests are handled through “The Work Number.” Contact www.theworknumber.com or 1-800-367-5690 (Employer #13417).

Performance reviews, personnel file information, specific assignments and other details are not typically shared. We will make exceptions when required under legal or government administrative processes.

3.10 OWNERSHIP OF INTELLECTUAL PROPERTY

As a condition of continuing employment, employees must preserve the confidentiality of all proprietary information gained, created or accessed during employment as it relates to intellectual property. Intellectual property includes, but is not limited to, trade secrets, confidential documents, records, client and employee data, financial information, inventions, improvements, developments or otherwise protectable by one or more patents copyrights, trademarks, and/or similar rights.

This means the Company holds all rights and ownership of all work and products employees create for the Company. Specifically, anything created, conceived, and/or developed within the scope of employment — on the Company’s time or with the aid of the Company’s property or resources — belongs to the Company, and employees hereby assign all rights and ownership of all such work and products to the Company.

3.11 CHANGING PERSONAL INFORMATION AND CONSENT TO RECEIVE MESSAGES

Most personal information such as address, phone numbers, emergency contact(s) and W-4 tax withholding can be updated using the Employee Portal at employeeportal.zionsbancorp.com. As an employee, you agree that the Company has express permission to use the phone numbers that you enter and maintain in the Employee Portal to make calls and send texts using auto-dial technology in order to deliver prerecorded informational and emergency messages. Name changes are also completed in the Employee Portal; however, these transactions require submission of legal documentation that verifies a name change. This documentation must be attached to the name change when the employee completes the transaction in the Employee Portal. Employees are responsible for updating personal contact information as it changes during the course of their employment with the Company.

CHAPTER 4: EMPLOYEE AND COMMUNITY RELATIONS

- 4.1 Our Philosophy
- 4.2 Resolving Issues and Concerns
- 4.3 Personal Conduct
- 4.4 Mandatory Binding Arbitration Policy and Agreement
- 4.5 Performance Counseling
- 4.6 Performance Appraisal Process
- 4.7 Commuting Programs
- 4.8 Personal Community Involvement
- 4.9 Company Sponsored Community Service
- 4.10 Community Development

4.1 OUR PHILOSOPHY

We ask you to deal with others — including fellow employees and our clients, suppliers, shareholders and competitors — with appropriate professionalism.

Open, two-way communication is essential to our combined success. Executives, managers and supervisors are expected to maintain an “open door” policy regarding employee questions and to support employees who come forward in good faith to discuss matters relating to their employment with the Company. So, if you have a question, problem, issue or suggestion relating to your employment, speak with your supervisor or designated Human Resources representative.

4.2 RESOLVING ISSUES AND CONCERNS

Occasionally you may have issues and concerns about your employment. We encourage you to discuss these issues or concerns with your immediate supervisor to resolve them. The Company maintains an “open-door” policy. This means that if you are uncomfortable raising an issue or concern with your supervisor or cannot adequately resolve an issue or concern at that level, you may take the issue to a more senior supervisor or a Human Resources representative without fear of reprimand or retaliation resulting solely from making or filing a report.

In an effort to promote privacy and open and honest communication, it is a violation of Company policy to record video (with or without sound) or audio conversations with a tape recorder, smart phone, or any other electronic or digital recording device (with or without the consent of all parties involved). An exception to this no-recording policy

exists for preapproved recordings of Teams meetings. This recording policy should not be interpreted to interfere with an employee's rights to engage in concerted activity (activities undertaken by employees in an effort to improve their pay and/or working conditions) under the National Labor Relations Act.

When the Company investigates your concerns, we generally will discuss the issue with only those individuals who have a business reason to know or who may possess necessary information for resolution. The Company asks that you only discuss your concerns with appropriate individuals working toward a resolution. You should keep your discussions about your concerns focused and objective in order to work toward a mutually agreeable resolution.

Your Supervisor

One of the most important working relationships at the Company is with your supervisor. You and your supervisor depend on each other to succeed.

Your supervisor is accountable for the work you do, so they are committed to helping you do the best job you can. Your supervisor should give you the following:

- An understanding of what is expected of you, including work standards, policies, procedures and priorities;
- Materials to do your job;
- Training when appropriate;
- Prompt and objective feedback; and
- Timely and appropriate issue resolution.

If you have an issue or concern, you should generally speak with your supervisor first. If necessary, you can bring forward issues through other avenues such as your senior management, your designated Human Resources representative, the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3361.

Human Resources

The Human Resources Department can help answer questions and resolve issues and concerns by providing advice and assistance to employees and managers, facilitating an atmosphere of trust and open communication where employees feel comfortable coming forward and talking about issues, and interpreting policies and assisting employees to resolve issues or questions regarding interpretation of or compliance with Company guidelines.

Contact your Human Resources representative if you need advice and help in resolving an issue or concern relating to your employment. Your designated Human Resources representative will provide assistance.

4.3 PERSONAL CONDUCT

Your personal conduct should always be professional, respectful and appropriate for the position you hold, and in compliance with Company policies.

Keeping the Workplace Free from Sexual Assault, Harassment and Discrimination

Every employee has the right to a workplace free of sexual assault, harassment, discrimination and retaliation. To this end, the Company strictly prohibits discrimination and harassment by co-workers, third parties (e.g., a client, consultant, customer, visitor or supplier), supervisors, and managers against employees, applicants, or any other covered person based upon race, color, creed, ethnicity, sex, gender (including gender nonconformity and status as transgender or transsexual individual), religion, marital status, age (40 and over), national origin or ancestry, physical or mental disability, pregnancy, citizenship, past, current or prospective service in the uniformed services, genetic information, medical condition including cancer and genetic characteristics, sexual orientation, gender identification, physical characteristics historically associated with race including natural hair, hair texture, type or styles, or any other protected class, characteristic, or consideration made unlawful under applicable law.

The Company also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All Company employees, other workers and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, recruiting, hiring, training, promotion, discipline, compensation, benefits and termination of employment.

These prohibitions include verbal or nonverbal abuse and physical gestures. The Company does not condone and will not tolerate sexual assault, harassment or discrimination directed at an employee by another employee or nonemployee at any time, on or off Company premises or during Company sponsored events.

The Company prohibits retaliation against any person who in good faith reports or complains of sexual assault or any harassing or discriminatory behavior or otherwise cooperates in related investigations.

Sexual Harassment Policy

Sexual harassment may occur between persons of the same or opposite sex or even if no request for sexual favors is made. Sexual harassment may occur between co-workers or between employees and their supervisor. Harassing people because of their gender constitutes sexual harassment, even if the harassment is not sexual in nature.

The Company will not tolerate sexual assault or harassment, in any form, of its employees or others in the workplace, by any person. In addition to the unacceptable behaviors listed below, any kind of nonphysical behavior, sometimes thought to be harmless, can actually constitute sexual harassment.

Sexual harassment is a violation of state and federal law. Sexual harassment is considered to exist when there are unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct of a sexual nature or based on gender when:

- Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
- Submission to or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment that is intimidating, hostile or offensive to the employee.

Examples of conduct which, if sufficiently egregious, may constitute unlawful harassing and/or sexual harassment and disrespectful behavior include, but are not limited to:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters;
- Verbal sexual advances or propositions;
- Verbal or written communications of a sexual nature, such as graphic sexual comments about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, invitations, or emails;
- Physical conduct, such as touching, assault, impeding or blocking movements;
- Derogatory statements, jokes or comments;
- Derogatory practical jokes or gifts;

- Profanity or other abusive language;
- Referring to employees as “girl,” “honey,” “hunk,” “doll,” “babe,” “boy” or other terms that may cause the employee to feel uncomfortable;
- Sexual gestures, jokes or comments, or turning discussions to sexual topics;
- Cartoons, visuals or materials that ridicule or denigrate;
- Email, visuals, computer software, internet services or screen savers with sexual, racist or discriminatory content;
- Unwelcome touching, shoulder rubs, hugging or kissing;
- Unwelcome letters, phone calls or gifts;
- Unwelcome repeated requests for dates;
- Unwelcome personal questions or comments about social, religious, sexual or personal life;
- Unwelcome staring, hanging around or following a person; or
- Physical assault (including sexual assault).

Complaint Procedure

If you believe you have been subjected to any form of unlawful assault (including sexual assault), discrimination, harassment or retaliation for conduct protected by this policy, you must speak to, write or otherwise contact your direct supervisor, a more senior supervisor, a Human Resources representative, and/or register your complaint or concern via the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3360.

Complaints can also be lodged with the federal Equal Employment Opportunity Commission (California employees can also file a complaint with the California Department of Fair Employment and Housing), which can investigate and order relief. These government agencies can be contacted by phone or through their offices and websites.

Any manager or supervisor who observes any form of unlawful assault (including sexual assault), discrimination, harassment or retaliation for conduct protected by this policy, must report the conduct to Human Resources so that an investigation can be made, and remedial action taken, if appropriate. Failure of a manager or supervisor to report observed unlawful assault (including sexual assault), discrimination, harassment or retaliation will result in discipline being taken against him or her, up to and including termination.

When the Company receives allegations of unlawful assault (including sexual assault), discrimination, harassment or retaliation for conduct protected by this policy, the Company will conduct a fair, timely and thorough investigation that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. Confidentiality will be kept by the Company to the extent possible. If

the Company determines that prohibited conduct has occurred, effective remedial measures shall be taken. Appropriate action will also be taken to deter any future assault, discrimination or harassment.

The Company's complaint process is designed to ensure that complaints receive an employer's designation of confidentiality to the extent possible, a timely response, impartial and timely investigations by qualified personnel, documentation and tracking for reasonable progress, appropriate options for remedial actions and resolutions, and timely closures.

The Company strictly prohibits any form of retaliation for good faith reports or complaints of sexual assault, discrimination or harassment, pursuing any claim related thereto, or cooperating in related investigations.

Accommodations for Pregnancy, Childbirth, Breastfeeding and Related Conditions

The Company also does not discriminate based on pregnancy, childbirth, breastfeeding or related conditions. Employees who are pregnant, are breastfeeding, or have other conditions related to pregnancy and childbirth may require some accommodations at work. In accordance with applicable laws, the Company provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, the Company may require a medical certification from the employee's health care provider concerning the need for accommodation. However, the Company will not require a medical certification for simple accommodations such as more frequent restroom, food or water breaks due to pregnancy or breastfeeding that do not create undue hardship. Employees who require accommodations for pregnancy, breastfeeding or related conditions should contact their manager/supervisor or Human Resources representative. Any employee who believes she has been discriminated against, or denied reasonable accommodations needed because of, pregnancy, childbirth, breastfeeding or related conditions should promptly report her concerns to her manager/supervisor or Human Resources. Refer to Appendix B for state-specific leave laws.

Pregnancy Related Leave

Following childbirth, employees may request leave under the Pregnant Workers Fairness Act to recover. Please contact Alight at 800-441-9560 to request a leave under the Pregnant Workers Fairness Act. Any questions should be directed to Alight or to your designated Human Resources representative.

Personal Relationships at Work

Good judgment dictates that you avoid risks and complications that may arise from becoming involved in intimate or romantic relationships with other employees. Employees are encouraged to socialize and develop professional relationships with their co-workers provided that these relationships do not interfere with the work performance of either individual or with the effective functioning of the workplace.

Employees who engage in personal relationships in the workplace must be aware of their professional responsibilities. These include, but are not limited to, ensuring that the relationship does not raise concerns about favoritism, bias, ethics or conflicts of interest, or result in any other lapse in professional conduct.

Even though they may be consensual, any intimate, personal relationships between employees where one individual has influence or control over the other's conditions of employment (e.g., between a supervisor and one of their direct reports) are inappropriate and against Company policy. When a romantic or sexual relationship arises between such individuals, they must disclose it to a Human Resources representative. The Human Resources representative will discuss the relationship with the employees and with other appropriate individuals to determine what organizational change(s) and/or corrective action(s), if any, should occur. The Company reserves the right to make organizational changes, as necessary, to minimize risk to the organization and facilitate a better working environment for all employees.

In addition, if you become aware of such a relationship involving co-workers, the Company strongly encourages you to disclose it to your manager/supervisor, designated Human Resources representative, or through the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3360. If a supervisor or manager becomes aware of such a relationship, it is their responsibility to disclose it to a Human Resources representative.

Remember, you should speak with your supervisor or your designated Human Resources representative if you have questions regarding this policy.

4.4 MANDATORY BINDING ARBITRATION POLICY AND AGREEMENT

Subject to arbitration exceptions listed below, any legal controversy or claim arising out of or relating to your employment with the Company shall be resolved by binding arbitration pursuant to this arbitration provision and the Employment Arbitration Rules of the American Arbitration Association (the "AAA Rules").

This includes, but is not limited to, alleged wrongful termination, and any alleged violation of Title VII of the federal Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, the Employment Retirement Income Security Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, state wage-and-hour laws, state employment discrimination laws, or any other applicable federal, state, or local law.

Arbitration Exceptions

Certain types of claims are not covered by this agreement to arbitrate, including the following:

- Claims of sexual assault and/or sexual harassment (claims that are not subject to pre-dispute arbitration agreements, applying the Federal Arbitration Act, including, if the employee so chooses, sexual assault and sexual harassment disputes as defined by Section 401 of the Federal Arbitration Act);
- Claims for equitable and/or injunctive relief, for which judicial remedies may be sought by either the employee or the Company;
- Claims for workers' compensation benefits under state law;
- Claims for state unemployment or disability insurance payments;
- Any claims by employees or Company when there is a separate employment agreement between Company and employees that states there is no right to arbitration. The terms of the separate employment agreement shall prevail over the provisions in this Employee Handbook, to the extent there is a conflict;
- Claims against an employee that require the Company to file a criminal reference form after which the government can prosecute the employee;
- Claims that have previously been resolved as evidenced by the parties executing and acting upon a separation agreement and/or release;
- Claims under employment pension, retirement or welfare benefit plans if those plans provide a dispute resolution procedure.

A judge, not an arbitrator or arbitration panel, retains jurisdiction to determine the applicability of the arbitration exceptions above. For the sake of clarity, a judge retains jurisdiction to determine arbitrability regarding arbitration exceptions.

Arbitration claims shall be referred to and administered by JAMS, or AAA (or the Judicial Arbitrator Group for Colorado employees only). Alternatively, you and the Company may mutually agree on the selection of an arbitrator for any such dispute, in which case the matter will proceed to arbitration without an arbitration administrator and the arbitrator will conduct the arbitration pursuant to the employment dispute resolution

rules of AAA. Arbitration shall be held in the state and county where you currently work for the Company, where you most recently worked for the Company if no longer employed or where the parties may mutually agree. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

You are an “At-Will” employee, and this section of the Handbook (Mandatory Binding Arbitration Policy and Agreement) does not constitute a contract of continued employment. However, **this Arbitration section of the Handbook is a contractual agreement between you and the Company**, to use binding arbitration to resolve all employment-related disputes between you and the Company — whether past, present or future. Your acceptance of employment, or continued employment, with the Company constitutes your agreement to all of the provisions of this binding arbitration policy. Because employment with the Company involves interstate commerce, this binding arbitration agreement is made pursuant to, and is governed by, and enforceable under, the Federal Arbitration Act.

Waiver of Multi-employee Actions

A single arbitration may proceed between an employee, former employee or applicant, and the Company to resolve as many claims as they may have against each other. To the maximum extent permitted by applicable law, applying the Federal Arbitration Act, all claims subject to this arbitration policy must be arbitrated in an individual capacity. All claims must be brought on an individual basis only, and arbitration on an individual basis is the exclusive procedure. This policy shall not be construed to allow or permit the consolidation or joinder of other employees’ claims or controversies or permit such claims or controversies to proceed as a class, collective action, or any form of representatives’ action in which an employee seeks to represent the interests of other employees. The arbitrator has no authority to consolidate claims or proceed with arbitration on behalf of a class, collective or representative group of employees.

Nothing in this section is intended to interfere with an employee’s right to access administrative agencies (including without limitation, the National Labor Relations Board) and their processes in connection with any grievance or complaint against the Company.

Use of Attorneys

All parties involved in arbitration may consult with a lawyer or any other adviser at their own expense.

Statutes of Limitation

All statutes of limitation, and other statutory time periods that would otherwise be applicable in a judicial or regulatory proceeding, apply to arbitration under this Company policy.

Terminated Employees

This binding arbitration policy covers claims by resigned, terminated or retired employees regardless of the circumstances of separation from employment, (subject to the arbitration exceptions listed herein).

Express Beneficiaries

All affiliated entities, owners, shareholders, partners, directors, officers, managers, supervisors, employees and agents of the Company are intended to be express beneficiaries of this arbitration policy. This policy governs any claim subject to arbitration that is asserted against any such beneficiary arising out of, relating to or associated with an employee's employment or termination of an employee's employment.

Filing a Claim With Federal or State Agencies for Investigative Purposes

Under this binding arbitration policy, an employee still has a right to file a claim with the EEOC, OSHA, or any other appropriate federal or state regulatory agency regarding a workplace issue. The purpose of this limited exception to binding arbitration is to allow administrative investigations of workplace issues as appropriate under applicable law. However, other than the arbitration exceptions listed herein — to the fullest extent allowed by law, binding arbitration — rather than the court system or any kind of administrative adjudicative process — is the sole remedy used for an employee to resolve all employment disputes beyond an initial administrative investigation stage. In the event that an administrative adjudication proceeding is initiated, an employee agrees to cooperate with the Company to cause such an adjudication proceeding to be dismissed.

Modification of Arbitration Policy and Agreement

In the event that the Company determines that modification of this policy and agreement is required, the Company will provide notice of the change through postings and normal channels of internal communications to all employees no later than Dec. 1 of any given year. Any changes will take effect only upon Jan. 1 of the following year, and all Company employees who elect to continue their employment after Jan. 1 will be deemed to have agreed to the modification of the agreement. However, the Company

may modify this policy and agreement at any time, effective upon posting it on the Company intranet, to the extent required to conform to applicable law, regulation or judicial decisions. Other than the arbitration exceptions listed herein — in the event that an employee has a claim pending when a modification of the policy and agreement takes effect, employees shall complete the processing of their claim under the terms of the policy, which are most favorable to the employee, consistent with the objective of resolving the claim through final and binding arbitration.

Due Process Standards

Civil Rights Claims — Special procedural guidelines may apply to state and federal civil rights claims and other statutory claims as may be ordered by a court of competent jurisdiction:

1. The agreement provides for neutral arbitrators;
2. It allows for more than minimal discovery;
3. It requires the arbitrator to issue a written decision;
4. The remedies that would otherwise be available are not restricted; and
5. It does not require the employee to pay unreasonable costs (usually limited to only those the employee would have to pay to initiate a regular lawsuit).

Arbitrator — The parties by agreement, or the arbitration administrator, pursuant to the AAA Rules, will select one experienced arbitrator who has the necessary expertise to resolve employment-related disputes.

Other than the arbitration exceptions listed herein, the arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of this binding arbitration agreement.

Fair Information Gathering — The arbitrator shall permit the parties to have adequate and fair information gathering procedures (discovery) pursuant to AAA Rules, which provides for an exchange of case information. Copies of these rules can be found at www.adr.org/sites/default/files/Employment-Rules-Web.pdf.

Range of Remedies — AAA Rules permit the arbitrator to award a range of remedies similar to those available through court proceedings.

Recorded Hearing and Written Opinion — The arbitration hearing will be transcribed. Any party may pay for and obtain a written transcript of the arbitration hearing. The arbitrator shall apply relevant law and provide written, reasoned findings of fact and conclusions of law in any arbitration award.

Judicial Review — An arbitration award may, at the request of any party, be submitted for judicial review to any court having jurisdiction in order to determine the appropriateness of the arbitration award. The standard of judicial review will be the same as the standard of review available under the Federal Arbitration Act.

Severability — If any provision of this binding arbitration agreement is finally determined to be unlawful or otherwise invalid, that provision will be deemed to be severed to the extent of such invalidity. Every other provision of this binding arbitration agreement shall remain in full force and effect.

Arbitration Expenses

Initiation Fees — The arbitration administrator charges a fee to initiate arbitration. Only if and only to the extent required by law to make this arbitration agreement enforceable, the Company will pay all fees of the arbitrator.

Cost of Proceedings — Details regarding payment of the actual arbitration costs, fees and expenses will be determined as part of the arbitration award.

Other Costs — Unless otherwise required by law, all other costs are the responsibility of the party incurring them.

Arbitration Disclosures

Arbitration is essentially a replacement for litigation through the court system. By accepting or continuing employment with the Company, other than the arbitration exceptions listed herein, the employee agrees to use binding arbitration in lieu of litigation through the courts or before any administrative adjudication body. Employees should read the following disclosures carefully before signing the Statement of Compliance with the Employee Handbook form:

“I understand and agree that:

- ***Unless I have a separate employment agreement with the Company that precludes arbitration or have a claim subject to one or more of the arbitration exceptions listed in Section 4.4 of the Employee Handbook, arbitration under this policy is final and binding for both the Company and me.***
- ***An arbitration award under this policy is subject to limited review as outlined above.***
- ***Arbitration proceedings, including discovery in arbitration, are governed by the AAA Employment Rules.***

- ***Judgment on any award rendered by an arbitrator may be entered in a court having jurisdiction.***
- ***Fees and costs of the arbitration will be paid by the Company as required by applicable law to make this agreement enforceable."***

How to Initiate Arbitration

Regardless of where you work, and other than the arbitration exceptions listed herein, you may initiate arbitration by contacting one of the following arbitration administrators:

American Arbitration Association
800-778-7879
adr.org

JAMS
800-352-5267
jamsadr.com

Judicial Arbitrator Group (Colorado only)
1-800-ARBITER
303-572-1919
jaqinc.com

By agreeing to binding arbitration under this policy, unless I have a separate employment agreement with the Company that precludes arbitration or have a claim subject to one or more arbitration exceptions listed in the Employee Handbook, I agree to waive rights to litigate in court or before any administrative adjudication body other than those adjudication bodies to which I may have a legal right of access, including rights to jury trial, and I agree that the Arbitrator shall not consolidate claims of different employees or have power to hear arbitration as a class action.

4.5 PERFORMANCE COUNSELING

As an employee, you are required to meet Company conduct and performance standards. Employees should immediately address and correct unacceptable employee performance or behavior. The Company may, at any time, institute any form of performance coaching, counseling, or corrective action it deems appropriate in its sole discretion (including immediate termination) as employment is terminable “At-Will” by both the employee and the Company.

While on written warnings, you may not be eligible to apply for job postings or for transfers and promotions, or receive salary increases or bonuses. At any time following the initiation of performance coaching, counseling or corrective action, you are encouraged to discuss your progress with your supervisor or your designated Human Resources representative.

Failure to demonstrate immediate and sustained improvement may result in further corrective action up to and including termination of employment.

4.6 PERFORMANCE APPRAISAL PROCESS

Where applicable, the performance appraisal process provides an objective and consistent way for you and your supervisor to gauge your on-the-job effectiveness. You should formally discuss and document performance expectations and goals at the beginning of each review period with your supervisor.

Your performance appraisal typically will provide the following:

- Evaluate how well you are meeting performance expectations and work standards;
- Confirm your job-related strengths;
- Show areas where you can improve;
- Highlight plans for your development; and
- Discuss possible career growth and opportunities.

4.7 COMMUTING PROGRAMS

The Company encourages you to use public transportation, car pools, and other methods to reduce the economic and environmental costs of commuting. The Company is also committed to complying with local, state and federal mandates that require

employers to design trip reduction plans. Contact your supervisor or facilities director for information on commuting programs available at your location.

4.8 PERSONAL COMMUNITY INVOLVEMENT

Subject to the terms of the Code of Business Conduct and Ethics, you are encouraged to become personally involved in charitable organizations, community affairs and political activities. Such involvement benefits the community and provides opportunities to create goodwill. However, employee participation should not interfere with job responsibilities or impact the business interests of the Company. Employees who are involved with organizations or movements in which controversial issues may surface must ensure that their participation does not imply that the Company supports or opposes those issues. See the Code of Business Conduct and Ethics.

4.9 COMPANY SPONSORED COMMUNITY SERVICE

The Company encourages employee community service by organizing hands-on volunteer projects in partnership with nonprofit agencies. In many areas, affiliates or subsidiaries have developed a strong tradition of community service and have created annual projects for their local neighborhoods that have a significant positive impact on the community. Company employees, retirees, friends or family members are welcome to serve as volunteers.

Project ideas often come from employees who are involved with community volunteer agencies such as community cleanup projects, walk-a-thons, building renovations, clothing and food drives, and events for children and senior citizens.

Some community projects may be controversial or political in nature. The actions of Company employees and officers reflect on the Company, so discuss your participation in controversial or political projects that may include the use of the Company's name with your supervisor. Individuals who are referred to an agency through our organized community service efforts serve as individual volunteers and do not expressly represent the Company.

Taking Time Off for Community Service

The Company grants occasional time off, at management's discretion, for participation in community betterment projects. "Betterment projects" include nonprofit, religious, charitable, educational, scientific or cultural projects operated for the benefit of the community (e.g., religious organizations, United Way, hospitals, art museums, etc.). Check with your designated Human Resources representative for further information.

4.10 COMMUNITY DEVELOPMENT

We are committed to building and developing the communities where we live and work. The Company evaluates the credit needs of its communities and develops appropriate credit products and services to address those needs. We are also firmly committed to complying fully with the Community Reinvestment Act requirements. The Company has a committee that oversees CRA compliance. The Company is involved in a variety of projects and programs designed to build our communities:

- Construction loans to nonprofit housing developments or agencies to build quality moderate- and low-income family housing;
- Loans to minority- and women-owned small businesses;
- Loans guaranteed in part by the Small Business Administration; and
- Community development loans to projects that focus on the needs of moderate- and low-income neighborhoods.

CHAPTER 5: COMPENSATION

- 5.1 Our Philosophy
- 5.2 Job Titles
- 5.3 Job Grades
- 5.4 Salary Ranges
- 5.5 Variable Pay
- 5.6 Recoupment of Compensation
- 5.7 Pay Schedule and Deductions
- 5.8 Wage Garnishments and Similar Withholdings
- 5.9 Payroll Tax Withholdings for Awards, Gifts and Prizes
- 5.10 Wage or Shift Differential Pay
- 5.11 Overtime Pay
- 5.12 Merit Pay Increases
- 5.13 Special Salary Adjustments

5.1 OUR PHILOSOPHY

The Company maintains compensation programs designed to meet specific business strategies and objectives with the goal of maintaining fair and competitive compensation plans. The Company's emphasis on total compensation is a key principle and strength. Each pay element is valuable and has a specific role. Base salaries provide competitive pay rates for a successfully completed job. Employees may also be eligible for some form of variable cash compensation. Consistent with our desire to differentiate with reward for performance, our variable cash programs provide meaningful reward opportunities to employees who help deliver superior team or individual results. Long-term incentives, which include equity-based awards, provide a tool for recognizing superior contributions and link current and future business leaders to the overall performance of the organization. Variable cash compensation and long-term incentives are subject to the policies and procedures established by the Company's Incentive Compensation Oversight Committee and Board Compensation Committee.

The Company offers market-based compensation opportunities that are competitive among our peer groups. An additional strength of our programs is our ability to differentiate rewards in recognition of Company, unit or individual performance. We provide meaningful upside opportunities for those who take accountability for specific objectives that help the Company deliver superior performance or reduce its risks. Another important element is a common set of compensation principles. We generally apply these principles across the organization, while also tailoring specific programs to meet the talent needs of our diverse businesses and locations.

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions are prohibited from disclosing the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the Company; or (c) consistent with the Company's legal duty to furnish information. Employees are encouraged to discuss questions or concerns regarding their compensation with their supervisor or the Human Resources Department.

5.2 JOB TITLES

The Company assigns employees a job title that identifies the general responsibilities of the job. Job titles are also used for a variety of purposes such as payroll records, external market surveys, recruitment and staffing plans.

5.3 JOB GRADES

Job grades are assigned to every job for classification purposes and to guide pay decisions. Employees are eligible for a salary specified by the Company in accordance with their job grade. Salaries and compensation may change (or be revoked) at any time. Each grade is assigned a salary range in a pay plan. These ranges vary depending on your geographic location.

Job Grade Determination

Job grades are assigned after reviewing available market data and considering required skills, knowledge, abilities and variable pay opportunities. The Human Resources Department works with management to understand the job and ensure that jobs are assigned to the appropriate salary ranges.

Job Grade Evaluation

Job grades are evaluated periodically — typically during the following scenarios:

- A new job is added;
- The job duties significantly change;
- The market value of a job significantly changes; or

- Upon request by management.

These evaluations take into account business needs, job responsibilities, market competitiveness, education, experience, required job skills and internal equity.

5.4 SALARY RANGES

The Company operates in many markets, so different salary ranges are established for different geographic areas according to available market data. The Company regularly participates in salary surveys in our market areas. This information is used to adjust grade structures and salary ranges.

5.5 VARIABLE PAY

Bonus, incentive and commission plans exist where it has been determined they are appropriate and support specific business and risk management objectives. In order for any compensation arrangements to be binding on the Company, the program and/or agreement must be approved by the Total Rewards Director, or their designee. For employees designated as “covered employees,” their bonus, incentive or commission plans must also be approved by the Company’s Incentive Compensation Oversight Committee. If verbal promises have been made, it is the employee’s responsibility to get such agreements and the required approvals in writing. Compensation arrangements or commitments failing to meet these requirements will not be binding on the Company. Your supervisor can discuss with you the objectives, performance criteria and bonus formulae (if applicable) for any variable compensation program for which you are eligible.

5.6 RECOUPMENT OF COMPENSATION

All applicable compensation provided by the Company to employees is provided subject to all applicable laws and regulations and all Company policies providing for the recoupment (or clawback) of compensation. Such laws, regulations and policies may require, among other things, that those receiving compensation from the Company forfeit or disgorge such compensation in certain circumstances (e.g., restatement of financial statements, error, fraud or malfeasance, imprudent risk management activity, etc.). All determinations regarding the applicability of such laws, regulations and/or policies to particular circumstances and compensation shall, to the extent permitted by law, be made by the Company’s Incentive Compensation Oversight Committee, Board of Directors or their appointed designees using such processes and resources as it determines to be appropriate. Additional details concerning the recoupment of

compensation are provided in the Company’s Incentive Compensation Clawback Policy and the Recoupment Policy, which can be found on the Zions Bancorporation website.

5.7 PAY SCHEDULE AND DEDUCTIONS

You receive your pay on your regularly scheduled payday. Please contact your supervisor or designated Human Resources representative for a schedule of applicable pay dates.

Definitions

See Table 5.1 to learn payroll and pay schedule definitions.

Table 5.1

| Payroll and Pay Schedule Definitions | |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Work Week | The Company workweek is the calendar week, 12:01 a.m. Sunday through midnight Saturday. |
| Pay Period | Each pay period includes two consecutive workweeks. |
| First Pay | Most employees will receive their first paycheck within three weeks of their start date, unless otherwise required by applicable law. |
| Final Pay | See Chapter 11 — Leaving the Company, for information about your final paycheck. |

How You are Paid

Your pay is electronically deposited into your designated account or paid by check. To change your designated account, log on to the Employee Portal, navigate to the “Pay” section and click “Manage direct deposit.” To avoid payment delays when you change accounts, leave your old account open (if practical) until you receive a payment notification that shows a deposit to your new account. For information about your current benefits and tax withholding choices, refer to one of your recent pay vouchers on the Employee Portal.

Overpayments/Underpayments

Immediately report to your supervisor any overpayment/underpayment of wages, bonuses, accrued paid time off or sick time. Your supervisor and designated Human Resources representative will assist you in correcting errors.

Deductions

No deductions will be made from your wages except as required or allowed by applicable law or expressly requested or agreed to by you.

Required Deductions

The following required deductions are taken from your pay each pay period:

- Federal Income Tax Withholding.
- Federal Insurance Contributions Tax for Social Security and Medicare (FICA withholding stops after reaching the FICA limit).
- State Income Tax Withholding (where applicable).
- State Disability Insurance in California, Hawaii, New York, New Jersey, Rhode Island and Puerto Rico (and all other states as applicable by law).
- Local tax (where applicable).
- Any required garnishments.

In California and Arizona, you must also submit the following separate state forms:

- California (DE-4)
- Arizona (A-4)

In most other states, you may use the federal form W-4 for state withholding.

If you would like to change your name on the Company payroll records, please provide evidence that you have made that change with the Social Security Administration to the Human Resources Department so that the Company can comply with appropriate regulations. This step will help the Company ensure that your FICA withholdings are credited to the proper account.

Voluntary Deductions

As a new hire, you may initially authorize voluntary deductions for most employee health and welfare benefits, 401(k), or other employee benefits. Changes to your health and welfare benefits may only be made during the annual open enrollment period or as the result of a life qualifying event. You may change 401(k) deductions at any time.

Involuntary Deductions

No deductions will be made from exempt employees' salaries except as allowed by law. The Company reserves the right to offset any amounts received by an exempt employee as military pay for a particular week against the salary due for that week.

Deductions from pay may be made when an exempt employee is absent from work for one or more full days, if that employee has exhausted any applicable paid leave under the Company time-off policies. Deductions may also be made for unpaid corrective suspensions of one or more full days for infractions of the Company's written policy concerning workplace conduct.

The Company may deduct less than one full day's pay for unpaid intermittent leave taken under the Family and Medical Leave Act and/or similar applicable state leave laws, as permitted under such laws.

Prorated salaries may be paid during your first or final week of employment if you start or end your employment during the week.

Deduction Discrepancy Procedure

If you have questions about this policy, a salary reduction, your exemption status or any other matter relating to your compensation, please discuss your concerns with the Company using any method outlined in Chapter 4.

Salary Basis Policy

The Fair Labor Standards Act is a federal law, which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek, unless otherwise regulated by state law.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than the minimum amount set by the Department of Labor at any given time. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

Circumstances in Which the Employer May Make Deductions From Pay

Deductions from pay are permissible when an employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts employees receive as witness fees or for military pay; or
- For unpaid corrective suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Company Policy on penalties for workplace conduct rule infractions).

Also, an employer is not required to pay the full salary in the initial or terminal week of employment, for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under a job-protected federal or state leave. In these circumstances, either partial-day or full-day deductions may be made.

Company Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA.

What to Do If an Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, the Human Resources Department or through the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3361.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

5.8 WAGE GARNISHMENTS AND SIMILAR WITHHOLDINGS

The Company complies with federal and state wage garnishment laws. Because state laws vary, Company policy also will conform to the applicable state laws.

The Company considers the processing of garnishments and similar withholdings of an employee's earnings to satisfy an outstanding debt a legal obligation. Although employees are encouraged to resolve such personal financial situations as soon as

possible, no adverse employment actions will be taken as a result of wage garnishment or similar withholdings.

5.9 PAYROLL TAX WITHHOLDINGS FOR AWARDS, GIFTS AND PRIZES

The Company occasionally gives awards, gifts or prizes to employees (e.g., a special prize to an employee who has the highest sales total during a promotion). The value of an award, gift or prize is considered taxable income for the employee and is subject to payroll tax withholding.

5.10 WAGE OR SHIFT DIFFERENTIAL PAY

Some positions may be eligible for wage or shift differential pay. Your supervisor will notify you if you qualify.

5.11 OVERTIME PAY

Business needs may require you to work overtime. Whether you receive overtime pay depends on whether your position is classified as “exempt” or “nonexempt.” The following sections give overtime pay requirements for nonexempt and exempt employees:

Nonexempt Employees

If you are a nonexempt employee, you receive overtime pay at the applicable overtime rates required by federal and state law. Paid sick, holiday or PTO hours are not included when calculating eligibility for overtime pay. The workweek begins at 12:01 a.m. on Sunday and ends at midnight on the following Saturday.

All overtime requires your supervisor’s approval before you work the additional time; however, all time worked will be paid at the appropriate overtime rate. Working overtime without authorization may be cause for discipline up to and including termination of employment. All nonexempt employees must accurately report all their hours worked, including any overtime, through an approved time reporting method.

Exempt Employees

An exempt employee receives a base salary for their work schedule. Exempt employees are not eligible for overtime pay.

5.12 MERIT PAY INCREASES

Merit increases are not guaranteed. At the time of your performance appraisal, you may be eligible for a merit increase. Your supervisor may determine your merit increase based on the following:

- Your job performance as measured by a performance review;
- The position of your salary relative to competitive market pay;
- Salary equity within your work unit;
- Established salary increase guidelines as determined by the annual budget;
- Your eligibility for incentive pay; or
- Other business factors.

To change your tax withholding status, log on to the Employee Portal and navigate to the “Pay” section. Expand either the federal or state category to edit your tax withholding status.

Full Commission Employees

Employees paid on a commission only basis are not eligible for merit increases.

Review Period

Generally, your performance should be reviewed at least every 12 months. Salaries may be reviewed along with your performance. A performance review does not guarantee that you will receive a merit increase. If you are on leave at the time of your scheduled performance review, your performance review should generally be completed within 30 days of your return to active status.

5.13 SPECIAL SALARY ADJUSTMENTS

Employees may receive special salary adjustments for promotions, lateral transfers, transfers to lower job grades, major changes in job responsibilities or as requested by management.

Promotion

You may receive a promotional increase when you are promoted to a different job with a higher grade level. Your former and current supervisors may participate in your next regular performance review.

Lateral Transfer

Generally, you will not receive an adjustment in pay when you transfer to a job with the same grade. Your former and current supervisors may participate in your next regular performance review.

Transfer to Lower Job Code

If you move to a position that has a lower salary grade, you may be offered a lower salary. A change in job grade and/or salary may affect your benefits.

CHAPTER 6: BENEFITS

- 6.1 Our Philosophy
- 6.2 Health and Welfare Benefits
- 6.3 Retirement Benefits
- 6.4 Additional Plan Documents

6.1 OUR PHILOSOPHY

The Company provides progressive benefits plans designed to help protect your health and well-being. The Company's benefits strategies include a look at total compensation. We offer our employees a comprehensive benefits package, which includes three consumer-driven health care plans, a traditional health care plan, income protection, a 401(k) program and a generous paid time-off plan.

Brief descriptions of the benefits plans are included in this chapter; however, please use the following resources for the most current plan details:

- **Online Resources** — Access the benefits materials at benefits.zionsbancorp.com:
 - Plan descriptions and rates;
 - Charts you can use to compare your health plan coverage options in a side-by-side format;
 - Links to benefits plan supplier websites you can use to learn more about each plan (for the health plans, this includes the ability to find out if your doctor or a particular facility is associated with that plan); and
 - Forms you may need once you have enrolled in a plan.
- **Online Learning** – Access the self-paced benefits learning module “New Employee Benefits Orientation” on i-achieve, including these topics:
 - Navigating your medical plan;
 - Understanding your dental/vision plan;
 - Managing a Health Savings Account or Flexible Spending Account;
 - Qualifying life events; or
 - Type “benefits” into the search bar to locate all available benefits learning modules on i-achieve.
- **Expert Support** — The Benefits Resource Center is staffed by knowledgeable benefits experts who are happy to help answer your questions about the plans. Contact the Benefits Resource Center by phone at 800-789-4325 or email at HRBenefits@zionsbancorp.com. The Benefits Resource Center is available

Monday through Friday from 8 a.m. to 5 p.m. Mountain Time. You may also have access to additional benefits through your local affiliate or division. Please talk with your designated Human Resources representative to find out if other benefits are available to you.

6.2 HEALTH AND WELFARE BENEFITS

Eligibility

Employee — You are generally eligible to enroll in the Health and Welfare Plan if you are an employee regularly scheduled to work at least 20 hours per week. If you are an employee regularly scheduled to work less than 20 hours per week or have no regularly scheduled work hours, all hours paid to you will be tracked in compliance with the Affordable Care Act. If you qualify as a full-time employee under the ACA, you will have an opportunity to elect medical coverage under the Zions Health and Welfare Plan. You must make full payment of all required premiums within 45 days of the premium due date to continue to participate in the Health and Welfare Plan. Failure to pay required premiums in full will result in cancelation of coverage.

Dependents — Spouses, domestic partners and children, up to age 26, may also be eligible for coverage in the Company's Health and Welfare Plan if the employee meets the eligibility requirements. The Benefits Resource Center will verify the eligibility of your dependent(s) to participate in the Health and Welfare Plan and will ask you to provide documentation that validates their relationship to you. Valid documentation includes, but is not limited to, marriage certificates, birth certificates, adoption paperwork, etc.

Inasmuch as Health and Welfare eligibility varies depending on your scheduled work hours, it is recommended that you review the Health and Welfare Plan materials at benefits.zionsbancorp.com for further details. You may also contact the Benefits Resource Center to discuss individual circumstances.

Enrollment

Within the first weeks of your employment, you will receive materials detailing the benefits available to you and instructions on how to enroll at benefits.zionsbancorp.com.

You will also attend New Employee Orientation in-person or via webinar to get more benefits information. The Company values your time, and you will be compensated at your rate of pay for time spent attending orientation.

Effective Dates

New employees may elect Zions' health benefits that will be effective their first day of employment. It is required to complete new hire benefits enrollment no later than 30 days following the date of hire. Premiums for coverage retroactive to the hire date may be collected on the next available paycheck following enrollment. This may result in double premium deductions being taken from your paycheck. In the first 45 days after your hire date, you may need to pay for medical services out of pocket and submit a claim to the insurance carrier for review and potential reimbursement, subject to any deductibles, copays, or coinsurance. See Sections 7.4 and 11.6 for more information on continuing health coverage after termination.

As an ongoing employee, you have the chance to change your health benefits plan once a year during Annual Benefits Enrollment, which is typically Nov. 1-14. Benefits elected during Annual Benefits Enrollment will go into effect on Jan. 1 of the following year, and will remain in effect for the entire calendar year unless you experience a qualifying life event (e.g., birth or adoption of a child, marriage, divorce, etc.). Following the happening of a qualifying life event, you must notify the Benefits Department within 30 days of any such event at either HRBenefits@zionsbancorp.com or by phone at 800-789-4325. You should not wait to obtain required documentation before notifying the Benefits Department of the qualifying life event. This is a strict deadline and your failure to timely contact the Benefits Department as provided herein will result in a forfeiture of your right to amend your benefits.

Benefit Highlights

A variety of benefits plans are available for eligible employees through the Company to protect your health and well-being. You choose the plans that are best for you and your family. This Handbook provides an overview of the benefits available to you. Please also refer to Section 6.4, Additional Plan Documents, for further information on where to find plan details.

Medical Plans, Including Prescription Drugs Consumer-driven Health Care Plans

These plans, sometimes called high-deductible health plans, help to control sharply increasing medical costs. The design encourages you to be a smart consumer of your medical dollars.

On these Zions plans, you will see savings from lower premiums compared to rates in a traditional medical plan. Zions shares the cost of health care premiums with the employees, with Zions paying the majority of the cost. The plans are structured so that

you are responsible for paying incurred health care expenses until you meet your annual in-network deductible.

Depending on the plan you choose, once you reach the in-network deductible, the plan pays 85-100% of the cost of eligible medical expenses. After you reach the annual out-of-pocket maximum, the plan pays 100% of all eligible expenses for the remainder of the plan year.

Traditional Health Care Plan

This plan offers a choice for employees who prefer a health care plan that includes copayments for certain services and lower deductibles. You are responsible for paying incurred health care expenses until you meet your annual in-network deductible. Once you reach the in-network deductible, the plan pays 75% of the cost of eligible medical expenses. After you reach the annual out-of-pocket maximum, the plan pays 100% of all eligible expenses for the remainder of the plan year.

Dental Plan

This plan provides traditional dental insurance and includes a network of dental care providers. The plan covers preventive and diagnostic services at 100%, basic services at 80%, and major services covered at 50%. Orthodontics are covered at 50% for children and adults. Services provided by out-of-network providers are covered at the same percentages as in-network providers. You are responsible for paying the balance due for services rendered.

Vision Plan

This plan provides traditional vision insurance with copayments and allowances and includes a network of vision care providers. Coverage is available for routine eye exams, frames, lenses and contact lenses. Reimbursable amounts for out-of-network services are different from in-network allowances and copayments.

Pretax Health Care Reimbursement Accounts

The Company provides a variety of options for using your pretax dollars to reimburse yourself for eligible out-of-pocket health care expenses, including the following options:

- **Health Savings Account** — Consumer-driven health care plan participants can open a Health Savings Account and fund it with tax-free deposits from each paycheck. The HSA allows you to contribute pretax dollars that can be used to pay for eligible health care expenses. Because you own your HSA, if you change

jobs or health plans, your account stays with you and the funds are never forfeited.

- **Health Care Flexible Spending Account** — As a benefits-eligible employee, you can open a Flexible Spending Account when you enroll in benefits or during Annual Benefits Enrollment. The FSA allows you to contribute pretax dollars, and the account gives you upfront access to dollars you can use toward eligible medical, dental and vision expenses. Be sure to carefully estimate the amount contributed to this account because if you do not use the dollars you contribute, you lose them at the end of the calendar year.
- **Dependent Care Flexible Spending Account** — Benefits-eligible employees may open this account to set aside pretax dollars to pay for eligible dependent care expenses like day care or elder care. Be sure to carefully estimate the amount contributed to this account because dollars remaining in the account will not roll over from one year to the next. If you do not use the dollars you contributed, you lose them at the end of the calendar year.

Wellness Program

The Company provides a wellness program with interactive tools and information to help you achieve optimum health. By participating in and completing preventive care visits, you may be eligible to receive monetary contributions to your HSA or FSA.

Mental Health

The Company is focused on the total well-being of our employees and their families. Your mental health is just as important as your physical health. We have partnered with Modern Health to make it easy for all employees and their family members to access free, personalized resources for your mental well-being. Through this service, you will have access to licensed mental health coaches and clinical therapists quickly and at no cost.

Fertility

The Company provides fertility benefits of \$10,000 per calendar year and \$20,000 per lifetime to help with the cost of fertility services. This benefit is subject to your annual plan deductible and coinsurance/copays.

Adoption Assistance Program

The Adoption Assistance Program is an employer-paid benefit that provides eligible employees up to \$5,000 in reimbursement for expenses related to adoption.

Maternity

The pay continuation benefit for post-delivery mothers will be 100% of base pay for up to eight weeks, predicated on medical need. This will run concurrent with short-term disability and family medical leave. Individuals must be employed at the Company for at least 90 continuous days prior to the birth of a child to be eligible for paid maternity.

Paid Parental Program

The pay continuation benefit for eligible mothers and fathers who take time off to bond with their newborn or adopted child will be 100% of base pay for up to four continuous working weeks. Employees are required to take bonding time in one continuous block within six months of a new child's birth or adoption. Employees must have one year of service with the Company and 1,250 hours worked prior to the birth or adoption of a child to be eligible for this paid parental program. This will run concurrent with family medical leave.

Life and Disability Insurance

The company offers several types of life and disability insurance:

- **Basic Life** — The Company pays for coverage equal to one times your annual base pay, up to \$250,000. If an employee is age 65 to 69 years old, Basic Life Insurance will be limited to 65% of annual base pay. Once an employee turns 70 years old, the amount of Basic Life Insurance will be reduced to 50% of annual base pay.
- **Supplemental Life** — You may purchase additional life insurance, in \$25,000 increments at group rates. This life insurance benefit can be purchased at any time; however, during your new hire enrollment period you can enroll in supplemental insurance coverage up to three times your basic annual earnings to a maximum of \$300,000 without completing an "Evidence of Insurability/Statement of Health" form. The maximum supplemental insurance you can enroll in is either 10 times your basic annual earnings or \$1 million, whichever is less. If you enroll in the benefit of supplemental life at any level, you will also have access to a will preparation service.
- **Spouse and/or Child Life** — You may purchase life insurance for your spouse and/or children at any time; however, during your new hire enrollment period you can enroll in insurance coverage for your spouse, up to \$50,000, without completing an "Evidence of Insurability" form. Spousal life insurance coverage above \$50,000 will require an "Evidence of Insurability" form. The benefit can be purchased in \$25,000 increments up to a maximum of 10 times your basic annual earnings or \$1 million, whichever is less. For children, you can enroll in

\$5,000 or \$10,000 life insurance coverage. No “Evidence of Insurability” form is required for child life insurance.

- **Accidental Death and Dismemberment** — You may purchase AD&D insurance at any time at group rates to provide additional coverage for yourself and your family in case a death or injury occurs as the result of an accident. No “Evidence of Insurability” form is required for AD&D insurance. This benefit can be purchased in \$25,000 increments. You can choose to enroll in coverage up to \$750,000. Enrollment in AD&D also includes a travel assistance benefit and help with identity theft.
- **Short-term Disability Insurance** — Short-term disability insurance is an employer-paid benefit to provide income replacement while an employee is temporarily disabled. For nonpregnancy disabilities, the benefit will be paid at 60% of base pay for up to 25 weeks (up to \$2,000 per week), after satisfying a one-week waiting period, and requires documentation from a doctor. Employees may also elect to supplement their pay up to 100% of base pay using their accrued sick and PTO time. Please refer to the above maternity section for details related to post-delivery mothers’ use of short-term disability insurance.
- **Long-term Disability Insurance** — The Company pays for basic long-term disability insurance coverage that will ensure 60% of your salary is continued if you are disabled (up to the maximum monthly benefit specified by the plan).

6.3 RETIREMENT BENEFITS

To help you save for retirement, Zions Bancorporation offers the Payshelter 401(k) and Employee Stock Ownership Plan, which includes both employer matching and discretionary profit-sharing contributions. You must be 21 years or older and classified as an eligible employee to participate.

Payshelter 401(K) And Employee Stock Ownership Plan

Review the following details of the Payshelter 401(k) and Employee Stock Ownership Plan:

- **Eligibility** — As long as you are 21 years or older, there is no waiting period to enroll in this plan. (Please note there are separate eligibility requirements you must meet before being eligible for any profit-sharing contributions.) You will receive a personalized enrollment guide at home or to your email address approximately three weeks following your date of hire with details about the plan, including the investment options available to you and instructions on how to enroll.

- **Your Contributions** — You can contribute anywhere from 1 % to 80% of your eligible pay (up to IRS limits) to the plan. Your contributions can be made on a tax-deferred basis, which means the contributions are deducted from your pay before income taxes are assessed. You pay any income tax you owe when you take a distribution from the plan. You may also choose to contribute on a post-tax basis with a Roth contribution. This means the contributions are deducted from your pay after income taxes are assessed. You can change your tax-deferred or post-tax contribution percentage at any time.
- **Company Matching Contributions** — The Company helps your retirement savings grow by matching your contributions. Newly hired employees are eligible to begin receiving employer matching contributions following one year of employment. Rehired employees may be eligible to receive employer matching contributions upon rehire. Please talk with your designated Human Resources representative for additional details. The Company will match 100% of each dollar you contribute on the first 3% of pay, and 50% of each dollar you contribute on the next 3% you contribute. Company matching contributions are made each pay period and are allocated according to each participant's individual investment elections.
- **Vesting** — You are always 100% vested in your contributions to the Plan, the Company matching contributions and any earnings.

Discretionary Profit-sharing Contributions

Once you meet the eligibility requirements for profit-sharing, you may also receive a discretionary profit-sharing contribution to your Payshelter 401(k) and Employee Stock Ownership Plan account each year:

- **Eligibility** — You must be 21 years of age and complete at least 1,000 hours of service per year. Special rules apply for hours of service under USERRA for servicemembers who are called to active duty. You must have completed one year of service by the next available plan entry dates, which are Jan. 1 and July 1. After you have entered the plan, you must be employed on Dec. 31 (the last day of the plan year) to receive the current year's discretionary contribution, which will be paid the following year. Eligibility requirements are available on benefits.zionsbancorp.com.
- **Calculation of Profit-sharing Contributions** — The amount of any profit-sharing contribution is based on your eligible compensation each year while you are a participant in the plan. The contribution is made with Zions Bancorporation stock and is generally made during the first quarter of the year following the end of the plan year.

- **Vesting** — You vest according to a schedule and become 100% vested in your profit-sharing balance once you have completed five years of service.

6.4 ADDITIONAL PLAN DOCUMENTS

This Handbook provides an overview of the benefits available to you. Please see the comprehensive Summary Plan Descriptions and Summary of Benefits Coverage located on benefits.zionsbancorp.com for further plan details. The SPDs, SBCs, plan documents and any applicable contracts are the legal documents, which determine the provisions and operation of the benefits plans. In case of any conflict between this Handbook and the legal documents, the legal documents will govern.

CHAPTER 7: TIME OFF

- 7.1 Our Philosophy
- 7.2 Holidays
- 7.3 Paid Time-off Plan
- 7.4 Absences
- 7.5 Family and Medical Leave Act
- 7.6 Personal Leave
- 7.7 Leave Due to Work-related Illness or Injuries
- 7.8 Voting Leave
- 7.9 Funeral/Bereavement Leave
- 7.10 Jury Duty, Witness Service and Other Court Proceedings
- 7.11 Military Service Leave
- 7.12 Inclement Weather Policy
- 7.13 Absences/Leaves Protected From Performance Counseling
- 7.14 Unpaid Leave

7.1 OUR PHILOSOPHY

Time away from the job (whether relaxation, illness or a day to handle personal emergencies) is important to help you balance your personal life with your work life. Time off can be paid or unpaid, depending on the type of absence and your employment status. This chapter describes the different types of time-off benefits.

We believe that a balance between work and nonwork activities is essential to maintain quality performance and a positive work atmosphere. Our paid time-off plan incorporates vacation, personal and sick time into one program.

For your reference throughout this chapter, immediate family means any person who is a child, spouse or parent of the employee or who has the same familial legal standing with the employee or coverage under any applicable law.

Your business unit must maintain continuity while you take time off. Time off should be scheduled in advance and with your supervisor's approval. Remember that not all requests for time off can be approved.

7.2 HOLIDAYS

In most calendar years, the Company recognizes 11 federal paid holidays and one additional paid holiday (with the exception of Nevada, which has two state holidays). Depending on the location, the additional paid holiday may or may not be connected with a state holiday*. The list below indicates the days for which the Company typically has a designated holiday, depending on the holiday schedule for your location or business line. Holidays may vary year to year.

Table 7.1

| Federal Paid Holidays | |
|--------------------------------------|-----------------------------|
| New Year's Day | Jan. 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| Presidents Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth National Independence Day | June 19 |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans Day | Nov. 11 |
| Thanksgiving | Fourth Thursday in November |
| Christmas Day | Dec. 25 |

Table 7.2

| Additional Paid Holidays | |
|--------------------------|------------------------|
| Utah: Pioneer Day | July 24 |
| Nevada: Nevada Day | Last Friday in October |
| Nevada: Family Day | Day after Thanksgiving |

(*) No State Holiday

If you are employed by the Company on June 1 and work in a state where the Company does not recognize an additional state holiday, you will be provided with an additional paid holiday as a floating day to be used before Dec. 31 of the same year as permitted by applicable state law. Following the grant of a floating holiday, it will be applied as the first approved time-off day prior to using accrued PTO.

The Company generally observes the holidays listed on the chart in this Section, 7.2. If one of the holidays falls on a Saturday, eligible employees will be granted a floating holiday to be used by the end of the calendar year and will be applied as the first approved time-off day prior to using accrued PTO. If one of the holidays falls on a

Sunday, the Company will observe the holiday on the following Monday when Monday has been declared the observed holiday. The Company reserves the right to change previously announced holiday schedules.

Occasionally, the Company may grant an additional day off when it deems it appropriate. These paid days will be announced at the divisional level. Policies surrounding the timing, use and possible expiration of a paid day off are decided by division leadership. Questions about paid days off should be directed to your designated Human Resources representative.

Working on a Holiday

Full-time employees (except for full commission employees) on active status are eligible to be paid for designated holidays if they are regularly scheduled to work on that holiday. Full commission employees are not eligible for holiday pay. Part-time employees are not eligible for holiday pay. Refer also to Section 3.2, Employment Classification.

Employees will generally be given a day off for each holiday observed; however, many business units do remain open on holidays, and the Company reserves the right to schedule work on an observed holiday. Holiday scheduling policies vary from group to group. For information about your business unit's practices, see your supervisor.

If your regular work schedule includes the day being observed as a holiday, you will be paid for the number of hours normally scheduled. If you are not regularly scheduled to work on the day being observed as a holiday, you do not earn holiday pay.

If you are a nonexempt employee who is required to work on the day being observed as a holiday, you will be paid for hours worked on the holiday at regular pay plus holiday pay (equal to the number of hours normally scheduled for that day or hours actually worked, whichever is greater).

If you are an exempt employee who is required to work on the day being observed as the holiday, you will be paid regular pay and may choose an alternate day off. The alternate day must be approved in advance and taken before calendar year-end. Whenever practical, employees should take the alternate day off within 30 calendar days.

If a regular Company holiday for which you are eligible falls during your PTO, you will be granted holiday pay for that day rather than PTO.

If employees are on leave and receiving pay in the form of sick or PTO accrual, they will receive holiday pay for that day, but their leave period will not be extended for an extra day. Employees do not receive holiday pay while on unpaid leave of absence.

Only hours actually worked count toward the accumulation of overtime hours. Holiday pay does not count toward the accumulation of overtime hours. Shift differential does not apply to paid holiday hours.

Religious Holidays

Employees may request time off from work to observe religious holidays not designated as Company holidays. The Company will reasonably accommodate individual religious practices for all employees. A request for time off from work to observe religious holidays and/or religious services may be granted by the employee's management team in conjunction with the Human Resources Department unless undue hardship to the Company would result from accommodating the employee's request. Employees should charge time off to accrued PTO leave or take time off without pay.

7.3 PAID TIME-OFF PLAN

Eligible employees earn PTO upon hire, according to the number of their standard work hours recorded with the Human Resources Department. PTO is prorated for your standard hours, up to 40 hours per workweek. PTO is not earned on overtime, during an unpaid leave of absence, or after the first 90 days of any paid portion of a Leave of Absence.

Employees working at least 20 hours each week are eligible to earn PTO. Employees working less than 20 hours each week are not eligible to earn PTO, except where required by law.

Your years of service with the Company and your salary grade determine the number of PTO weeks for which you can be eligible annually. The annual PTO allowance for eligible employees is shown in Table 7.3.

Table 7.3

| Years of Service | X14-X21 | X22-X25, FC0 | X26-X27, FC1-FC2 | Open Access for Salary Grades X28 and Above |
|-----------------------------|---------|--------------|------------------|----------------------------------------------------------------------------------------------------------------------|
| Under 5 years | 3 weeks | 4 weeks | 5 weeks | The PTO accruals and policies set forth in this Handbook are not applicable to employees who are Grade X28 and above |
| Upon completion of 5 years | 4 weeks | | | |
| Upon completion of 15 years | 5 weeks | 5 weeks | | |

When a new salary grade is created, the Company will assign the new salary grade to the appropriate level of PTO.

Remember that during your *first* year of employment or during the year you become eligible for PTO, your annual allowance may not equal the total amount indicated on Table 7.3; your first year’s allowance will be calculated based upon the number of calendar weeks you were eligible for PTO.

If you joined the Company as a result of an acquisition or rehire, your existing service may count toward your years of service for PTO earning purposes.

Nonexempt employees may take PTO in hourly increments. Except in the case of approved, job protected intermittent FMLA leave (refer to FMLA, CFRA and PDL in Appendix B), exempt employees must take PTO in full day increments.

Earning Factors

Eligible employees scheduled to work 40 hours per week earn PTO accrual at the rates shown in Table 7.4.

Table 7.4

| Annual PTO | 40 hours Weekly Earning Factor (hours:minutes) |
|-------------------|---------------------------------------------------|
| 3 weeks each year | 2:19 hours |
| 4 weeks each year | 3:05 hours |
| 5 weeks each year | 3:51 hours |

Eligible employees earn a prorated accrual in accordance with their standard hours.

You can check the amount of PTO accrued at any time through the time clock program.

If a qualifying event occurs (e.g., promotion, milestone anniversary or change in standard hours) that entitles you to more or less PTO, the earning factor will be revised effective the Sunday following the date of the qualifying event. You will then earn PTO at the revised rate until the next qualifying event.

Example

In a calendar year where an employee's annualized PTO accrual rate is increased, the employee will not accrue the full amount of the PTO increase in that year. The employee's total estimated PTO accrual for that year will be determined on a pro rata basis based on the number of weeks the employee worked with each PTO accrual rate.

Change in Employment Category

If you transfer from part-time status to full-time status, you will begin earning PTO accrual the Sunday following the effective date of the transfer.

If you transfer from full-time status to part-time status (working less than 20 hours each week and therefore not benefits eligible), you will be paid for the value of any positive PTO balance. If you have a negative PTO balance at the time of your transfer, you will be required to reimburse the Company for the value of this negative balance, as permitted by applicable state law.

If you leave the Company and a negative PTO balance exists, your final paycheck will be reduced by the value of this negative balance, as permitted by applicable federal or state law.

Expiration and Carryover of Paid Time Off

Employees may carry over up to 40 hours of accrued but unused PTO to the following year (i.e., earned in a given year and carried over to the following year). Any accrued

but unused PTO balance in excess of 40 hours will be forfeited on Dec. 31, except where additional carryover is legally required. The beginning and ending of annual PTO accruals coincide with the beginning and ending of each calendar year. Unless you carry over accrued but unused PTO hours, you begin each calendar year with no earned PTO and begin earning PTO immediately (if you are eligible). If you begin the new calendar year with a negative PTO balance, you will not have the entire year's accrual available to you for time-off needs.

State Law Exceptions

Accrued PTO may not expire at the end of each year for employees in states that mandate a carryover of all or some accrued PTO, and these accruals/carryover may be capped by applicable state law. For some states, the PTO cap is 150% of your annual PTO allowance. Once this cap is reached, you will not accrue additional PTO until your balance falls below this cap.

The Company encourages all employees to take their full PTO allowance each year.

Paid Time-off Pay Guidelines

Be aware of the following PTO guidelines:

- **Overtime** — If you are a nonexempt employee, PTO hours may cause you to be paid more than your standard hours. However, only hours actually worked will be calculated in determining whether you are entitled to overtime pay. PTO hours are not considered actual hours worked, and thus are not eligible for the overtime rate. See Section 5.11, Overtime Pay, for details.
- **Holiday** — If a regular Company holiday for which you are eligible falls during your PTO, you will be granted holiday pay for that day rather than PTO.
- **Illness** — If an unplanned or unanticipated need to use sick accruals arises during your scheduled PTO, these days will be counted as PTO.

Positive and Negative Paid Time-off Balances

You have a positive PTO balance at any time that the number of PTO hours earned exceeds the number of PTO hours used. If you have a positive PTO balance when you leave the Company, you will be paid for these hours.

You have a negative PTO balance at any time that the number of PTO hours used exceeds the number of PTO hours earned. If you have a negative PTO balance, the value of this negative balance will be deducted from your final pay as permitted by applicable federal or state law. Your employment, continued employment, signature on

the Statement of Compliance with the Employee Handbook, and/or on some other appropriate document is your consent to such a deduction.

Negative PTO may not exceed the number of PTO hours an employee is eligible to accrue that year. If a negative balance remains at year-end, it will be deducted from the next year's accrual.

Planning Paid Time Off

Most departments will schedule PTO days throughout the year with consideration for employee preferences. In cases of scheduling conflicts, each supervisor will determine who has scheduling priority.

Your supervisor must ensure that your department is adequately staffed. Discuss your PTO plans with your supervisor well in advance. Before approving the PTO dates you have chosen, your supervisor will consider the workload and priorities of your department. The Company may require you to take, or prohibit you from using, your PTO during a specific time. Employees may coordinate planned unpaid time off with their manager if needed as well, based on the business needs of the department/branch. Planned unpaid time off should be limited to instances of extenuating circumstances.

Consecutive Days

The Company strongly encourages employees to be out of the office for at least five consecutive working days (or seven calendar days) during each calendar year. A combination of PTO and holidays may be used to meet this recommendation.

Reporting Paid Time Off

Report your PTO used through the regular time and attendance reporting procedures.

7.4 ABSENCES

A Leave of Absence is an approved absence from work, during which you may retain employee status (provided the leave does not exceed the limitations established by Company policy and applicable federal or state regulations) and from which you fully intend to return to work. Requests for Leaves of Absence are considered on an individual, case-by-case basis, and the length of any Leave of Absence is also determined based on each individual case.

A Leave of Absence may be granted to eligible employees under the conditions in the following sections.

The Company allows you to take time off when you cannot work due to a personal illness, illness of an immediate family member (as defined in Section 7.1 of this Handbook), necessary medical appointments, certain other personal or civic reasons, an emergency caused by natural disaster, or as required by applicable law. Laws vary from state to state. Where federal, state or local law varies from the Company's policy, the applicable law will supersede the provisions specified in this chapter. Policies regarding leaves vary widely and are summarized in Appendix B. For more specific information, contact your designated Human Resources representative. If an employee has a leave need in which federal, state or local laws may apply, they must notify their manager and contact the company's third-party leave administrator to request leave within seven calendar days of the start of the leave. This includes, but is not limited to FMLA (continuous and intermittent), Americans with Disabilities Act and Military Service Leave.

The Company's third-party leave administrator is Alight, which can be reached at 800-441-9560.

Absence Notification

Employees who are absent or tardy must make a reasonable attempt to personally and directly notify their supervisor as soon as possible, but no later than 30 minutes before their scheduled start time each day they will be absent. (The employee's department, branch or business unit may have different absence guidelines based on business needs.) If operating a vehicle, please notify your supervisor as soon as it is reasonably safe to do so, but not while driving. If the immediate supervisor is not available, the employee should directly contact another supervisor of the department. Employees are responsible to work with their supervisor to ensure proper recording of absences in the time and attendance system. If employees will be absent from work due to a previously approved FMLA or ADA intermittent leave, in addition to calling in to their supervisor (as outlined in the immediately preceding paragraph), they are also required to contact the company's third-party leave administrator within 48 hours to provide notice that the absence is being taken pursuant to the approved FMLA or ADA intermittent leave. The leave administrator is Alight, which can be reached at 800-441-9560.

Employees who anticipate an absence greater than three consecutive workdays, or who have already been absent for more than three consecutive workdays, must directly contact their supervisor or designated Human Resources representative to discuss the matter.

If possible, provide at least a 30-day notice for a leave of absence exceeding three consecutive workdays. If a 30-day notice is not possible, provide notice to management, as well as request the leave with the company's third-party administrator, as soon as possible under the circumstances, but no later than seven calendar days from the start of the leave. Failure to comply with this notification guideline may delay approval of the employee's leave or cause the leave to be unapproved.

Legacy Sick Leave and Paid Time-off Accruals

Unless required by state law, employees do not accrue separate sick leave. PTO is to be used for both sick and vacation time. Employees who have legacy sick balances (balances accrued prior to 2023) may use that time for purposes outlined below. However, absent state law requirements, legacy sick balances no longer accrue and are replaced by PTO accruals.

PTO accruals continue for 90 days for employees who are on an approved, paid military leave of absence. Employees on an approved military leave do not continue to accrue time off if the leave of absence is unpaid.

Using Paid Time Off or Previously Accrued but Unused Sick Accruals

Numerous states and local governments have enacted paid sick leave laws. Additional information regarding state leave laws can be found in Appendix B. If you desire further information regarding such laws, please contact your Human Resources representative. Subject to the terms set forth below, employees may use any and all sick accruals.

Nonexempt employees may take sick accruals in actual time away from the office. When an exempt employee's leave qualifies as an approved intermittent or reduced work schedule leave under the Family Medical Leave Act, state or local paid sick leave laws (where applicable), and in California under the California Family Rights Act or Pregnancy Disability Leave law, or other applicable law, then they may take sick accruals in one-minute increments. Intermittent and reduced work schedule leave time will count toward their leave entitlement in accordance with federal or state regulations. Employees may not use more sick accruals than what they have available.

Fraudulent or improper use of leave of any type may result in corrective action, up to and including termination of employment. Employees are not paid for unused sick accruals upon termination or retirement.

Except in states or localities where the use of paid sick leave is, by law, unrestricted, employees may use PTO and/or sick accruals, if available, for the following purposes (the following list is not intended to be comprehensive):

- To care for one or more immediate family members (as defined in Section 7.1 of this Handbook);
- Medical appointments;
- Emergencies caused by natural disasters;
- Bonding with a newborn or newly adopted child;
- Illness, injury, diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's immediate family member (as defined in Section 7.1 of this Handbook);
- For an employee who is a victim of domestic violence, sexual assault, sexual abuse, or stalking, to engage in protected activities, such as obtaining a restraining order, seeking medical attention or psychological counseling, or participating in safety planning.

Subject to applicable laws, employees with available sick accruals must use this paid time off as the first part of a leave of absence when taking time off for their own illness or for other approved reasons. After exhausting available sick accruals, employees are required to use their accrued annual PTO, with the option to use unaccrued annual PTO, when placed on an approved FMLA or other approved state or federal leaves of absence, as allowed by law. Refer also to Table 7.2 for an accrual schedule of PTO.

If the need to use sick accruals is foreseeable, employees must provide reasonable advance notice to their managers. If it is not foreseeable, employees must notify their managers as soon as practicable. The Company will not retaliate against employees for using sick accruals or exercising their right to take paid sick leave under federal, state or local law.

Income Replacement Policy

As mentioned above, available sick accruals and/or accrued PTO may be used to pay employees when employees miss work for appropriate reasons. If an employee has exhausted sick accruals and/or PTO has been used or planned, unpaid time for unplanned absences may be coordinated with management. Employees eligible for any income replacement program are encouraged to apply for the benefit in order to use available sick accruals and/or accrued PTO time.

Employees receiving compensation from Workers' Compensation, Short-term Disability Insurance, the Paid Parental Program, a state disability insurance program, or a similar

income replacement program, may be able to draw upon available sick accruals and/or accrued PTO time to make their pay whole. Employees should contact their designated Human Resources representative regarding more information about income replacement programs that may be available to them. Under no circumstances will employees be allowed to use PTO (available sick accruals and/or accrued PTO time) that, when coupled with another income replacement program, exceeds their regular pay.

In the case of a full-time employee's own serious health condition, Short-term Disability Insurance and Long-term Disability Insurance are benefits whereby eligible employees who are unable to work may qualify to receive income replacement for a period of time. Employees can contact the Benefits Resources Center for more information about Short-term Disability Insurance and Long-term Disability Insurance or to request to see the Summary Plan Description. See Section 6.2, Health and Welfare Benefits for additional information on Short-term and Long-term Disability Insurance.

Returning to Work

While on leave, employees are required to provide their supervisor periodic reports of their intent to return to work. Employees who plan to return from a personal medical-related leave earlier than the expected return date specified in the health care provider's certification, must first present a new medical release. The release should list any work-related restrictions or accommodations outlined by the health care provider. Employees are required to provide a two-day notice when returning early from leave.

Performance Reviews While on Leave

If employees are on leave at the time of their scheduled performance and/or salary review, their performance review and any applicable salary adjustment should generally be completed within 30 days of their return to active status, and may be applied retroactively where applicable.

Paid Time-off Accruals and Legacy Sick

PTO hours will continue to accrue for the first 90 days of any paid portion of any approved leave. Leaves are considered to be paid when employees are using their available legacy sick accruals and/or PTO. When available time is exhausted, the leave will be unpaid. PTO accruals continue for 90 days for employees who are on an approved, paid military leave of absence. Employees on an approved military leave do not continue to accrue time off if the leave of absence is unpaid.

Holiday Pay

If employees are on leave and receiving pay in the form of legacy sick hours or PTO accrual, they will receive holiday pay for that day, but their leave period will not be extended for an extra day. Employees do not receive holiday pay while on unpaid leave of absence.

Benefits During a Leave of Absence

The method of paying premiums for employee health and welfare benefits varies depending on the leave designation:

- **Paid Leave of Absence** — Employees may continue participating in all health and welfare benefits (in effect at the onset of the leave) at the employee rate as long as the employee portion of the premium is paid within the appropriate time frame. Premiums will continue to be deducted from employee paychecks.
- **Unpaid Leave of Absence** — When available time is exhausted, employees may continue participating in all employee health and welfare benefits (in effect at the onset of the leave) at the employee rate as long as they remit the employee portion of the premium within the appropriate time frame. Employees will receive a bill from the Benefits Resource Center for premiums due. Failure to pay premiums due will result in benefits being terminated at the end of the month for which premiums were paid in full.

Employees for whom benefits have been terminated may be eligible to continue participating in the health and welfare benefits (in effect at the time the benefits were terminated) for a maximum of 18 months through the Consolidated Omnibus Budget Reconciliation Act. Qualified dependents may be eligible for longer coverage.

Please contact the Benefits Resource Center for information on how a leave affects your benefits and procedures to follow to maintain and/or collect benefits.

7.5 FAMILY AND MEDICAL LEAVE ACT (FEDERAL)

As a covered employer, the Company is required to post the text of this notice. The U.S. Department of Labor Wage and Hour Division requires the Company to provide the following Family and Medical Leave Act notice to all employees, regardless of employment category.

Employee Rights and Responsibilities Under the Family and Medical Leave Act — General Notice

Basic Leave Entitlement

As a covered employer, the Company is required to provide up to 12 weeks of unpaid, job-protected leave, based on a rolling 12-month period measured backward, to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care (within 12 months after birth or placement);
- To care for the employee's spouse, child, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, child or parent on covered active duty or notified of an impending call to "covered active duty" status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.

Qualifying exigencies may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period, based on a rolling 12-month period measured backward. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces, that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A "covered service member" includes a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed

Forces at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy. For a veteran, a serious injury or illness is a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Benefits and Protections

During FMLA leave, as a covered employer the Company must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms; use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.

For additional information, contact the U.S. Department of Labor:

- 1-866-4US-WAGE (1-866-487-9243)
- TTY: 1-877-889-5627
- www.wagehour.dol.gov

U.S. Department of Labor-Employment Standards Administration-Wage and Hour Division WHD Publication 1420 Revised April 2016.

Additional FMLA Information

If the FMLA leave is to care for a close family member injured during military service, the leave is a maximum of 26 weeks in a 12-month period. The 12-month period begins on the first day of leave for this purpose, regardless of how the rolling 12-month period is defined for other types of FMLA leave.

The U.S. Department of Labor clarifies FMLA's definition of "son or daughter" with regard to an employee standing "in loco parentis" to a child.

If both husband and wife work for the Company, FMLA leave is limited to 12 weeks between the spouses for these conditions:

- To care for a parent's serious health condition;
- For a child's birth;
- To care for the child after birth; or
- For placement of a child through adoption or foster care.

Each spouse's unused portion of FMLA leave would still be available for other purposes, such as employee's or child's serious health condition. If one spouse employee is not FMLA eligible, the other eligible FMLA employee would have the entire 12 weeks of leave.

FMLA leaves run concurrent with Workers' Compensation when there is a work-related injury or illness, and the employee meets FMLA eligibility requirements. Refer to Section 7.8, Leave Due to Work-related Illness or Injuries.

Washington State Employees

When both spouses work for the same employer — if leave is taken for the care of a seriously ill child, spouse or one's own health condition — each spouse is entitled to a separate 12 weeks of leave.

Pregnancy Related Accommodations

Employees who are pregnant, are breastfeeding, or have other conditions related to pregnancy and childbirth may require some accommodations at work, which may include leave in some circumstances. In accordance with any applicable federal, state or local laws, the Company provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, the Company may require a medical certification from the employee's health care provider concerning the need for accommodation. However, the Company will not require a medical certification for simple accommodations such as more frequent restroom, food, or water breaks due to pregnancy or breastfeeding. Employees who require accommodations for pregnancy, breastfeeding or related conditions should contact their manager/supervisor or Human Resources representative. Any employee who believes she has been discriminated against, or denied reasonable accommodations needed because of pregnancy, childbirth, breastfeeding or related conditions, should promptly report her concerns to her manager/supervisor or Human Resources representative.

Please see Appendix B for state-specific leave laws.

7.6 PERSONAL LEAVE

Full-time and part-time employees may request Personal Leave for up to six weeks for exceptional circumstances or to provide employees access to leave when an employee cannot work for an extended period of time due to personal illness or illness of a family member (as defined in Section 7.1).

Personal Leave is available for conditions not covered by FMLA or any other federal, state or local leave law, or when an employee is not eligible under FMLA or any other federal, state or local leave laws.

Personal Leave is intended to be used when the employee is not covered or eligible for leave under a federal, state or local leave law. Personal Leave approval is subject to management and HR management approval.

Notification

To be eligible for Personal Leave, timely and proper notification must be provided. Employees are expected to provide 30 days' notice when requesting a leave that exceeds three calendar days. If a 30-day notice is not possible, this notice should be given as soon as reasonably practicable to the employee's designated Human Resources representative.

When an employee becomes aware of a need for leave less than 30 days in advance, the employee must provide notice of the need for the leave as soon as possible under the circumstances, but no later than seven calendar days from the start of the leave. Leave requests that are not submitted according to policy and as soon as practicable will be denied and any subsequent leave of absence would be unauthorized, subjecting the employee to discipline up to and including employment termination.

Medical-related Leave Certification

If any employee requests Personal Leave due to personal illness or illness of family member, the employee and the health care provider may be required to complete the "Personal Leave Medical Inquiry" form for any leave request exceeding five consecutive working days; the "Personal Leave Medical Inquiry" form may also be required in other situations as deemed necessary by the Company (e.g., intermittent, reduced work schedule, etc.).

To request this form, please speak with your Human Resources representative. Human Resources will receive all medical certifications. Employees must provide the required certification within 15 calendar days after the earlier of (i) their first day of taking Personal Leave or (ii) submitting their request for Personal Leave. Failure to comply with the above-mentioned requirements will result in denial of leave or reinstatement from leave, in which case the employee's leave of absence would be unauthorized, subjecting the employee to discipline up to and including employment termination.

Incomplete Certifications

If an incomplete medical certification is received, Human Resources will provide the employee with the opportunity to either have the health care provider correct the certification or provide a written release for Human Resources to contact the health care provider directly. The employee will have seven calendar days to resolve any deficiencies in the medical certification. If, after seven calendar days the identified

deficiencies have not been resolved, the request for leave will be denied and the leave of absence would be unauthorized, subjecting the employee to discipline up to and including employment termination.

Early Return From Medical-related Personal Leave

Employees who return from a medical-related personal leave earlier than the expected return date, as specified by their health care provider's certification, must first present a medical release. The release should list any work-related restrictions and/or accommodations specified by the health care provider.

Length of Leave

Employees may request a leave of absence for up to six calendar weeks for Personal Leave. The entitlement to take Personal Leave is the balance of the six calendar weeks that has not yet been taken in the last 12 months. Leave may be taken on an intermittent or reduced schedule when medically necessary for a serious health condition. Part-time employees may request unpaid leave up to a maximum of six calendar weeks.

Extension of Leave

Normally, and unless otherwise required by applicable law (e.g., ADA request or accommodation), employment may end if the leave exceeds six calendar weeks.

Substitution of Paid Leave for Unpaid Leave

Employees are required to use available PTO for personal leaves for exceptional circumstances. For medical-related personal leaves, employees are required to use available sick accruals and accrued PTO. Leave will be unpaid when available sick accruals and PTO are exhausted.

Employees on a Personal Leave may be eligible for an income replacement program, such as Workers' Compensation, Short-term Disability Insurance, the Paid Parental Program, a state disability insurance program, or a similar program, and are encouraged to apply for that benefit. When employees receive less than their regular pay through the income replacement program, they may draw from available sick accruals and accrued PTO to make their pay whole. Under no circumstances will employees be allowed to receive paid leave that, when coupled with another income replacement program, exceeds their regular pay.

Job Reinstatement

Although the usual practice is to reinstate the employee in his or her own job, the Company does not guarantee that employees will be reinstated to their previous job after returning from Personal Leave.

7.7 LEAVE DUE TO WORK-RELATED ILLNESS OR INJURIES (WORKERS' COMPENSATION)

Employees must report work-related illnesses or injuries to their supervisor and/or designated Human Resources representative immediately. Any employee who misses work as a result of a work-related injury must also contact their designated Human Resources representative.

The Company provides workers' compensation insurance coverage for all Company employees to protect them in the event of an on-the-job injury or work-related illness. The Company pays the full cost of this insurance, and all employees are eligible from the date of hire.

Employees with a work-related injury or condition may be eligible for leave under applicable federal, state or local law. If eligible for a program — such as Workers' Compensation, Short-term Disability Insurance, the Paid Parental Program, a state disability insurance program or a similar program — employees are encouraged to apply for that benefit. When employees receive less than their regular pay through the income replacement program, they may draw from available sick accruals and/or accrued PTO to make their pay whole. Under no circumstances will employees be allowed to receive paid leave that, when coupled with another income replacement program, exceeds their regular pay. When an employee seeks treatment from a workers' compensation provider, they are required to participate in the treatment plan indicated by the provider. Failure to participate may impact their workers' compensation benefits.

7.8 VOTING LEAVE

The Company will provide employees who are registered voters paid time to vote in state, national and local elections if the polls in the county where they work are not open three or more hours before or after the employee's scheduled work time or where otherwise required by applicable law.

Employees should request time off to vote by noon the day before the election. The supervisor may specify the hours during which the employee may be absent to vote,

and the time off may not exceed three hours (two hours in California, New Mexico, Colorado, Wyoming, Utah and Washington).

Employees may also be granted unpaid time off as election volunteers under certain circumstances.

7.9 FUNERAL/BEREAVEMENT LEAVE

In the event of the death of an immediate family member (as defined in Section 7.1 and as shown in Table 7.5), employees may be granted up to five days off with pay for bereavement. For other family members, such as a sibling, grandparent, grandchild, and all in-law and step-relations that correspond to the titles in Section 7.1 and as shown in Table 7.5, employees may be granted up to three days off with pay for bereavement. This paid time off is not charged to the employee’s legacy sick or PTO accruals. If additional bereavement leave is needed for an immediate family member (per Section 7.1 and as shown in Table 7.5) or for other family members as defined under California Bereavement Leave (per Appendix B), legacy sick and/or PTO days (including unaccrued annual PTO) may be used, in accordance with company policies and subject to management approval. California specific bereavement policy is contained in Appendix B.

Table 7.5

| Relationship | Number of Bereavement Days |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Immediate family (i.e., child, spouse or parent of the employee, or who has the same familial legal standing). | 5 days off with pay |
| Sibling, grandparent, grandchild, and all in-law and step relations that correspond to the titles in the above section. | 3 days off with pay |

7.10 JURY DUTY, WITNESS SERVICE AND OTHER COURT PROCEEDINGS

Jury Duty and Witness Service

Any employee required to appear in court for jury duty will continue to receive their pay and benefits during the time served on jury duty. Any employee who is summoned to appear as a witness in court to answer subpoenas or give court ordered depositions relative to the Company, is paid for the time off taken to be in court. Approved absences

for Jury/Witness Service on behalf of the company are not charged to an employee's sick or PTO accruals.

Other Court Proceedings

If the employee's appearance as a witness in court is not related to the Company, the employee may use PTO hours. In the event that PTO hours are exhausted, the leave would be unpaid. Time off for court appearances must be coordinated with the employee's manager.

7.11 MILITARY SERVICE LEAVE

Uniformed Services Employment and Reemployment Rights Act

The Veterans Benefits Improvement Act requires the Company to provide a notice of rights under the Uniformed Services Employment and Reemployment Rights Act to all persons entitled to rights and benefits under USERRA.

Your Rights Under USERRA Reemployment Rights

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and for the following reasons:

- You ensure that your employer receives advance written or verbal notice of your service;
- You have five years or less of cumulative service in the uniformed services while with that particular employer;
- You return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Right to Be Free From Discrimination and Retaliation

You have the right to be free from discrimination and retaliation if one of the following reasons applies to you:

- Are a past or present member of the uniformed service;
- Have applied for membership in the uniformed service; or
- Are obligated to serve in the uniformed service;

An employer may not deny you the following:

- Initial employment;
- Reemployment;
- Retention in employment;
- Promotion; or
- Any benefit of employment because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Health Insurance Protection

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., preexisting condition exclusions) except for service-connected illnesses or injuries.

Enforcement

The U.S. Department of Labor's Veterans' Employment and Training Service is authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or at www.dol.gov/vets.

An interactive online USERRA Advisor can be viewed at <https://webapps.dol.gov/elaws/vets/userra/>.

If you file a complaint with VETS, and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.

You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

Additional Military Service Leave Information

Military Service Leave is available for all employees, regardless of employment category, who are absent from work due to “service in the uniformed services.” “Service” includes active duty, active-duty training, initial active duty for training, inactive duty-training, full-time National Guard duty and examinations to determine fitness for duty. “Uniformed services” includes the following categories:

- The Army, Navy, Air Force, Marine Corps and Coast Guard (and the Reserves for each of those branches);
- The Army National Guard, Air National Guard and commissioned corps of the Public Health Service;
- National Disaster Medical System; and
- Any other category of persons designated by the U.S. president in time of war or emergency.

Military Service Leave provides for reemployment after leave, up to five cumulative years. Employees who return to work at the Company, within a period of five cumulative years, are eligible at least the same or a comparable job as required by applicable law. However, reinstatement is not required if the Company’s circumstances have changed making reemployment impossible or unreasonable, employment would pose an undue hardship on the Company, or when the employment prior to Military Service Leave was for a brief nonrecurring period and there is no reasonable expectation that such employment will continue or the employee receives a dishonorable or bad conduct discharge.

To maintain eligibility for reemployment, employees must follow these steps:

- Provide advance notice, if possible, of the required period of leave due to military service;
- Provide evidence of satisfactory service once discharged; and
- Apply for reinstatement within the time frame requirements established by applicable law.

Health plan coverage must be continued for employees and their dependents for up to 24 months. However, the employee may be required to pay up to 102% of the group rate premium for leaves over 31 days. Any employees on military leave will be provided with the option to elect the use of accrued PTO during the course of their leave. Employees should contact their designated Human Resources representative for additional information.

According to the Fair Labor Standards Act, nonexempt employees should only be paid for hours worked with the Company during military leave. Exempt employees must receive their full weekly salary if any work is performed during a workweek while they are on military leave.

Company Military Pay

Effective Jan. 1, 2018, benefits-eligible employees serving in the military (as defined above) received 15 days of military pay each year for the purposes of military service. In order to request military pay, employees must submit a copy of their orders or a letter from their Commander to a Human Resources representative and to the Payroll Department in order to validate the service period. Military pay does not accumulate and is not paid out on termination. Eligible employees hired before July 1 each year shall receive 15 days of Military Pay; eligible employees hired after July 1 will become eligible for military pay the following Jan. 1.

Additionally, benefits-eligible employees serving in the military (as defined above) who receive an order to serve lasting 30 days or more, will be paid differential pay, the difference between their regular salary and their base military pay for up to two years. Differential pay for orders lasting 30 days or more would begin once the 15th day of military pay has been exhausted for that year. Differential pay will continue for up to two years following deployment. In order to request differential pay, employees must submit a copy of their orders or a letter from their Commander to a Human Resources representative and to the Payroll Department in order to validate the service period.

7.12 INCLEMENT WEATHER POLICY

The general policy regarding inclement weather is that the Company does not close its offices because of bad weather. However, the obligation to provide services to our customers must be balanced with the risk of danger to our employees. In instances where safety is of concern, local leadership will determine if late opening, early closure or full-day closure is necessary. While all employees should make every effort to come to work, employees are expected to make their own determination with regard to safety. When the Company remains open, those personnel who do not report to work because of weather conditions will have the absence applied against their legacy sick accruals, PTO pay or unpaid leave, at the employee's election. When the Company decides to close its offices due to inclement weather, employees will be paid for regularly scheduled hours.

Such absences will be considered an excused absence, unless management determines an employee is abusing the policy. Individual departments may develop and

implement additional policies concerning requirements for essential personnel during periods of inclement weather.

7.13 ABSENCES/LEAVES PROTECTED FROM PERFORMANCE COUNSELING

Some absences are not subject to performance counseling whereby employees can take time off from work without loss of employment status. For example, absences/leaves occurring for the following designated reasons are not subject to performance counseling:

- Family Medical Leave Act;
- California Family Rights Act (California);
- Pregnancy Disability Leave (California and Washington);
- Pregnancy Accommodation;
- Paid Sick Leave (Arizona, California, Nevada, Oregon) or see Appendix B for various state laws;
- Organ/Bone Marrow Donor (California and Oregon);
- Work-related Illness or Injuries;
- Voting;
- Americans with Disabilities Act
- Funeral/Bereavement;
- Company Maternity/Paid Parental Program;
- Jury Duty;
- Witness or Court Proceedings (Nevada, California, Arizona, Texas and Wyoming);
- Victims/Domestic Violence/Crimes (California, Oregon, Washington, Nevada, New Mexico, Wyoming and Colorado);
- Military Service; and
- Military Service Leave (California).

In addition to the USERRA guidelines, under California law, employees who are members of the U.S. Military Reserve, National Guard or naval militia are entitled to unpaid training leave of up to 17 days per year. Employees who are in the state military reserve for training, drills or other inactive-duty training are entitled to unpaid leave of up to 15 days per year. Additionally, the Military Service Leave covers employees who are members of the National Guard called for emergency service by order of the governor.

Employees are entitled to return to work with the same seniority status and pay as long as they meet these requirements:

- Have received a certificate of satisfactory military service;
- Are still qualified to perform the job; and
- Apply for reinstatement after release of military service within 40 days if a full-time employee or within five days if a part-time employee.

Military Spouse Leave (California)

California state law provides for an unpaid, job protected leave of absence up to 10 days for military personnel spouses. Full-time employees with a spouse in the United States Armed Forces, National Guard or Army Reserve deployed during a period of military conflict are eligible. Eligible employees must provide a notice within two business days of receiving official notice that their spouse will be on leave from deployment. Eligible employees can opt to use available legacy sick accruals or accrued PTO during this leave.

These approved absences for Military Spouse Leave are not charged to an employee's sick accruals:

- Military spouse time off (California, Washington and Oregon);
- School activities/appearances (Nevada, California and Colorado);
- Kin care (California);
- Inclement weather;
- Volunteer Civil Service (California, Nevada and Colorado);
- Civil Air Patrol (California, Nevada, Washington and Colorado);
- Adult literacy program; and
- Drug and alcohol rehabilitation.

Here are additional state-specific leave laws:

- Oregon Bereavement Leave Law;
- Oregon Family Leave Act;
- Family Care Act (Washington and Colorado);
- Family Leave Act (Washington);
- Fair Wages and Healthy Families Act (Arizona); and
- Volunteer Fire Fighters (Oregon and Washington).

Laws vary from state to state. The Company will comply with all applicable federal, state and local laws regarding various forms of leave, including those not specifically

addressed in this Handbook. Absences not protected by applicable federal and/or state law may result in corrective action up to and including termination.

Policies regarding leaves vary widely and are summarized in Appendix B.

For additional information, employees should contact their designated Human Resources representative.

7.14 UNPAID LEAVE

Absent extreme and extenuating circumstances requiring the approval of your Human Resources Director, employees may not take unpaid leave for any reason other than those enumerated in this Section 7.

CHAPTER 8: LEARNING AND DEVELOPMENT

- 8.1 Our Philosophy
- 8.2 Professional Development
- 8.3 In-house Learning
- 8.4 Mandatory Training
- 8.5 Outside Educational Opportunities
- 8.6 Proprietary Materials

8.1 OUR PHILOSOPHY

We encourage you to develop the skills and knowledge you need to be successful in your job. The Company, your supervisor and you all play a very important role in your professional development.

The Company uses a blended learning approach, including self-directed online and classroom courses. Learning and development content is delivered through i-achieve, the enterprise learning management system.

The i-achieve tool incorporates a focus on individual accountability with an emphasis on achievement and results.

Through i-achieve, the Company supports and encourages the idea that learning, performance and success are all linked with the key statement of our Guiding Principles — to create value. We can each be active participants in creating value by our individual pursuit of learning, development, and improved personal and team performance.

We also encourage cross-training to maximize productivity and enhance your capabilities.

8.2 PROFESSIONAL DEVELOPMENT

Identifying and improving your skills prepares you to expand and enrich your current opportunities or alter the direction of your career with the Company.

Professional development can mean several things:

- Keeping your job skills up to date;
- Setting and achieving work goals; and

- Learning how to maximize your effectiveness.

Your opportunities for growth depend on your commitment, interests, skills, goals and the Company's needs.

Your Role

You are responsible for developing and preparing yourself for new opportunities that may become available. To accomplish this, you are encouraged to do the following steps:

- Identify your professional goals;
- Assess your skills and interests;
- Discuss your development plans with your supervisor; and
- Watch and apply for appropriate career advancement opportunities.

Eligibility for participation in learning and development programs is decided in conjunction with your supervisor.

Opportunities

Professional growth can take many different forms, including the following actions:

- Cross-training in other department functions;
- Lateral job changes to develop new skills;
- Increased responsibilities in a current job;
- Promotion to more responsibility; and/or
- Learning and educational programs to assist in developing job-related skills and knowledge.

Many posted jobs require minimum qualifications, which may include skills testing. If you have questions about your eligibility for a particular position, or would like help in your professional development, ask your supervisor or call your designated Human Resources representative.

Growth and Development

The Company offers multiple development opportunities, which may include many of the following means:

- **Learning** — Includes on-the-job, in-house or outside learning, mentoring, or career coaching to help you improve job skills or prepare you for future responsibilities.
- **Educational Assistance Programs** — Offers reimbursement for courses and seminars taken on your own time.

8.3 IN-HOUSE LEARNING

We offer many workshops and self-study courses for professional and career development. Human Resources' Learning and Development Department and other functional learning departments coordinate a wide variety of learning options. In addition, we offer different ways to learn including classroom sessions, virtual classes offered over the corporate intranet, on i-achieve, e-learning, job aids and other blended learning approaches.

Your supervisor can help you locate programs appropriate to your job or career, plan on-the-job learning, or help you find self-study courses. Local community colleges also offer excellent classes.

8.4 MANDATORY TRAINING

The Company engages in activities that are extensively regulated by federal and state bank, insurance, securities, and other regulatory agencies. In addition, the Company is a public company listed on Nasdaq (ZION), making it subject to federal securities laws and the rules governing Nasdaq companies. The Company provides mandatory training relating to these laws and regulations and related policies to assist employees in being aware of and understanding the fundamental aspects of these requirements. Each employee is required to complete these types of courses: 1) Mandatory compliance training coursework that is assigned to all new employees; 2) Annual mandatory management trainings; and 3) Further job-related compliance training, including business mandatory training, as required.

Failure to complete mandatory training within the established timelines may impact employment, performance appraisal ratings, compensation decisions and may result in corrective action, up to and including termination of employment.

Please also refer to the Code of Business Conduct and Ethics, Chapter 4, Comply With Laws, Regulations and Policies.

8.5 OUTSIDE EDUCATIONAL OPPORTUNITIES

The Company provides education assistance to qualified employees to develop a skilled and well-educated workforce. Eligible education programs include workshops, seminars, single classes, or degree programs that are not offered in-house and are held during hours that you may not be regularly scheduled to work. Employees must demonstrate that participation will improve current performance or serve as preparation for clearly defined advancement within the Company.

Eligibility

You may be eligible to participate in the educational opportunities if you meet specific preestablished criteria, are performing satisfactory work and are not on performance counseling. Eligibility for educational opportunities is at the Company's sole discretion.

Seminars and Conventions

To attend seminars, conferences and conventions, etc., seek preapproval from your supervisor. Upon approval, submit the appropriate documentation in accordance with your division's specific process. Requests must be related to your present position or designated future assignment. Additional approvals, based on the cost of the event, may be required.

American Institute of Banking

The American Bankers' Association Education Divisions provide American Institute of Banking courses that may be applied toward diplomas and certificates recognized throughout the banking industry. The AIB program is administered through the Company's Learning and Development Department. To enroll, you must complete the appropriate course enrollment forms, obtain supervisor approval, and submit the paperwork directly to the Company's Learning and Development Department.

The Company will pay tuition, textbook and service fees for employees who successfully complete AIB classes for which AIB credit is earned. For AIB or college credit courses (which must have prior approval from the Company's Human Resources or Learning and Organizational Development Department), the Company will pay the AIB portion of the cost, including books.

If additional costs are required for college credit, the employee is responsible for payment. Contact the Company's Learning and Development Department for details.

Tuition Reimbursement

Tuition reimbursement may be available to employees pursuing a degree from an accredited institution of higher learning. Your degree program must be in business, finance, accounting or a field related to the Company's business.

The amount that an individual can receive from the Company may vary each year. You will be required to complete an application prior to being accepted into the program, as well as sign an agreement that specifies a repayment period and/or minimum grade requirement. Specific details may vary depending on the affiliate and course of study. If you do not adhere to this agreement, you will not be reimbursed for expenses paid. For further details, contact your designated Human Resources representative.

8.6 PROPRIETARY MATERIALS

Many of the learning and educational programs we offer are exclusive and/or proprietary to the Company. We have developed them to assist you in your growth and development as a Company employee. Proprietary materials that we provide to you are not to be reproduced, duplicated or shared outside of the Company. All such materials are confidential and must be returned to the Company when requested and immediately if your employment ends.

For more information about proprietary information, refer to Section 11.11, Proprietary Information.

CHAPTER 9: COMMUNICATION SYSTEMS AND INFORMATION SECURITY

- 9.1 Our Philosophy
- 9.2 Expectation of Privacy
- 9.3 Information Ownership
- 9.4 Protection of Assets and Information
- 9.5 Acceptable Use
- 9.6 Personal Use of Communications Systems
- 9.7 Company Systems
- 9.8 Communications Systems
- 9.9 Internet
- 9.10 Media Policy and Social Media Use
- 9.11 Use of Portable Electronic Equipment
- 9.12 Use of Personal Mobile Phones
- 9.13 Privacy When Using Personal Devices
- 9.14 Employee Responsibilities When Using Personal Devices
- 9.15 California Personal Information Point of Collection Notice
- 9.16 Employee Photo Release

9.1 OUR PHILOSOPHY

The Company provides you with access to its communications systems (e.g., mobile devices, internet, etc.) in order to help you accomplish job-related duties. You are expected to use these communications systems in a professional manner. The Company's rules regarding the use of these systems are subject to change at the sole discretion of the Company.

All communications created and received via Company communications systems shall be managed in accordance with the Records Management Policy and Records Retention Schedule.

The Company reserves the right to capture any and all such communications as deemed necessary to ensure compliance with its Information Security Policy, Records Management Policy, Records Retention Schedule and Legal Hold Policy. However, it is ultimately the responsibility of employees to ensure that records they create or receive via Company communications systems are managed in accordance with these policies.

You should immediately report any suspicious activity on Company communications systems to your manager and the Enterprise Technology and Operations Service Desk.

In addition to the information contained in this Handbook, an additional policy governing use of communications systems is located on the Company intranet within the Information Security policy.

9.2 EXPECTATION OF PRIVACY

The Company reserves the right to monitor, review and inspect all aspects of its communications systems and user activity. Communications systems include computers, networks, electronic messages, interoffice mail, telephone, fax and the internet. You should not assume any expectation of privacy with respect to your use of these and similar systems. Do not consider your electronic communications, including photographs that have been added to your email profile, to be private if they are created or stored on work systems. The Company reserves the right to capture any and all communications (as permitted by applicable laws). Final assessment as to the eligibility to record or monitor communications and the requirements to do so are further defined within the Compliance Communication Privacy Policy. It is a violation of Company policy for employees to record conversations with any electronic or digital recording device (with or without the consent of any or all parties involved), except as provided in Section 4.2, Resolving Issues and Concerns.

9.3 INFORMATION OWNERSHIP

All information and files residing on Company-owned computers, networks and equipment are the Company's property. It is against Company policy to store Company data on any computer that is not a Company owned asset or on any website that is not managed or governed by a data sharing agreement. Furthermore, all Company and client information residing on employee-owned systems such as day planners, mobile devices or USB devices is the property of the Company and must be protected from unauthorized disclosure in accordance with state and federal laws and is to be used only for legitimate business purposes. You may not block access to any part of the Company's computers by using encryption technology, passphrases or passwords not available to the Company. The Company reserves the right to monitor and inspect any non-Company owned electronic device used to access or store Company data, whether or not such use is Company-approved.

You are accountable for managing all information you create, use or distribute, regardless of the medium on which it is transmitted and/or stored (e.g., paper, fax,

electronic, removeable media or emerging technologies) in accordance with the Company's Records Management Policy and Information Security Policy (information ownership), which is available on the Company's intranet.

9.4 PROTECTION OF ASSETS AND INFORMATION

All employees have a responsibility to protect the Company's assets and ensure their efficient use. Company assets should be used only for legitimate business purposes, except as otherwise provided in this Handbook.

Federal and state laws, as well as federal and state administrative rules and regulations, govern the security of financial information. Protection of the Company's information and assets is required by banking regulations. The Company's information must be protected like any other corporate asset. Information disclosed to a supplier must be done in accordance with the Information Security Policy (see also Section 9.8, Confidentiality).

Proprietary Company and client information, computer-generated or otherwise, is the property of the Company and is only to be used for legitimate business purposes. It cannot be divulged to persons outside the Company without the express approval of an executive officer of the Company, except as is necessary for legitimate business purposes in accordance with the Company's purchasing and privacy protocols for dealing with outside suppliers. Even if sensitive information is divulged accidentally or without malicious or criminal intent, the Company's business and reputation could be severely damaged. If you inappropriately divulge such information, you put the Company at risk and are in violation of this policy. Thus, due care must be taken to ensure the protection of Company and client nonpublic information.

Furthermore, unauthorized, malicious destruction of Company information, computer-generated or otherwise, is illegal since it is considered Company property. Even if you "created" the information, you do not have the right to sell or share it with others outside the Company or to destroy or erase it without prior approval of an executive officer of the Company. The intentional, malicious destruction or erasure of information can result in termination of employment and criminal prosecution.

For the protection of these resources, as well as the protection of the Company and its employees, all personnel who access and use the Company's information and resources must adhere to the following requirements:

- The Company's information and computer programs are the property of the Company.
- The Company's information, and computer resources and facilities shall be used only in conjunction with the performance of your specific job function or as otherwise permitted by this standard.
- If you are granted computer access, you must be authenticated by appropriate security procedures administered by Enterprise Technology and Operations.
- You may not disclose your Company user ID and authentication password, or any additional components used for authentication (e.g., MFA including VPN token, onetime passwords, PINs, etc.) to any another person including Company employees.
- You shall not use your Company user ID or authentication password to subscribe to any non-Company affiliated sites.
- You are accountable for all activities involving your user ID and authentication password, whether internal or external to the Company's facilities.
- You are accountable for protecting all information you use or distribute, regardless of the medium on which it is transmitted and/or stored (e.g., paper, fax, email, electronic or removeable media). Refer also to Section 11.11, Proprietary Information.
- Pursuant to the Defend Trade Secrets Act of 2016, employees are hereby provided notice that they shall not be held criminally or civilly liable for disclosure of a trade secret that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

9.5 ACCEPTABLE USE

Abuses of Company communications systems will not be tolerated, such as the following efforts:

- Using the Company's communications systems illegally, inappropriately or in an unauthorized manner. For example, forgery (or attempted forgery) of email messages or attempts to read, copy, modify, or delete email messages intended for other users.
- Altering any equipment configuration to gain access to services or information beyond that granted for your specific job function.
- Making statements that are contrary to the Company's policies prohibiting discrimination, harassment and/or retaliation.

- Using the systems to solicit outside (i.e., personal) business or for personal financial gain.

Employees shall exercise good judgment regarding content on their computers, specifically:

- You shall not use Company-owned computers or networks to access or distribute pornographic, sexually oriented, sexually explicit, indecent, violent, racist, sexist, or any other inappropriate images, websites, or information. Violation of this policy may result in corrective action, up to and including termination.
- You shall not download any copyrighted materials, such as music, films, videos, photographs or writings from the internet to your Company-owned computer unless permitted by the copyright holder.
- Unless authorized for your job function, you shall not intentionally develop, use or disseminate programs that attempt to bypass system security mechanisms, steal passwords or data, or “crack” encrypted passwords.

9.6 PERSONAL USE OF COMMUNICATIONS SYSTEMS

Company communications systems may be used for personal use if it is not excessive or inappropriate. The Company reserves the right and discretion to determine whether personal use is excessive or inappropriate. Examples of acceptable uses are provided below.

Specifically, within reason, you may:

- Complete assignments associated with work-related classes attended at a university, trade school, American Institute of Banking, in-house course, etc.
- Arrange volunteer work associated with nonprofit organizations, user groups, etc.
- Conduct self-directed education (i.e., the desire to learn more by on-the-job training).
- Manage personal financial affairs, such as Online Banking, personal investment and retirement programs.
- Manage employee benefits (e.g., retirement, health and similar plans).

Use of Company Computer Systems to Access Social Media

Company computer systems may be used to access external social media sites when the following conditions apply: If the employee accessing the sites is a Designated Representative or has been assigned Research and Reference Access (either active or

passive), which shall only be used for Company-related purposes or if the employee is a participant in the Company's Social Media Brand Ambassador Program. All time and effort spent in personal social media activities, including on your personal site, shall be done on your personal time and shall not interfere with your job duties or work commitments.

The Company has the right to monitor, review and audit any employee's use of social media services made through transmissions of Company communications systems. Employees have no expectation of privacy with respect to any business or personal postings and/or communications made using Company communications systems.

The Company reserves the right to access, copy, monitor, block, remove, and disclose as necessary all images, postings, messages, or communications made using Company computer systems, without regard to their content (and/or to request that any social media service do the same on its behalf), without notice and at its sole discretion. Please also refer to Section 9.10, Social Media Acceptable Use.

In accordance with Section 7 of the National Labor Relations Act, nothing in this policy prohibits employees from using Company-provided email to discuss pay, benefits, working conditions or other terms of employment during nonworking time. For purposes of this policy, "nonworking time" is time when you are not engaged, nor expected to be engaged, in performing your job duties for the Company. It includes authorized breaks and meal periods.

9.7 COMPANY SYSTEMS

The Company has established explicit rules governing the use of its electronic devices (e.g., PCs, laptops or desktop workstations), information systems and associated software.

Connections

It is against Company policy to connect non-Company-owned computers to internal company networks. Isolated Company-owned guest networks are provided for such devices. All Company workstations, laptops or other mobile computing devices shall have all Company-approved cybersecurity controls installed (e.g., encryption, firewall, antivirus software, etc.) before connecting to any network.

Software

Only Company-approved software is to be installed on Company computers. Employees shall not install software without contacting the ETO Service Desk for

procedures on proper approvals, licensing and installation. The following general restrictions apply regarding software:

- You shall not install unauthorized or unlicensed software on Company-owned computers or networks.
- Personally owned software shall not be installed on the Company's equipment.
- Company-owned software shall not be copied for personal use, shared with anyone outside the Company or retained following termination of employment.
- Company-owned software shall not be copied when authorized and documented by the technology manager supervising the usage of this software.

The installation and use of software obtained outside this software policy creates a great risk of civil and criminal penalties for our employees and the Company. Failure to comply may result in corrective action up to and including termination.

9.8 COMMUNICATIONS SYSTEMS

The following rules apply to all Company communications systems, including but not limited to, email, intranet sites, instant messaging and social collaboration sites.

Content

Views expressed in messages via Company communications systems, are not necessarily those of the Company. In keeping with the Company's policies against unlawful harassment, discrimination and/or retaliation, you shall not send or post images or messages that are harassing, intimidating, offensive, obscene or discriminatory toward anyone (as described in our anti-discrimination and anti-harassment policies in this Handbook in Section 4.3, Personal Conduct). Should you receive or view such images or messages from any source, you are obligated to report them to your immediate supervisor or designated Human Resources representative. Forwarding of such images and messages is strictly prohibited.

Confidentiality

You are prohibited from using Company communications systems (or any other means) to transmit client information or nonpublic Company information outside the Company network without proper authorization. Furthermore, nonpublic Company or client information transmitted outside the Company shall be encrypted using an approved secure email application or another approved system that provides encryption.

You shall not access another employee's email without proper authorization. The Company, however, has the right to access any email in its systems at any time and for any reason, with or without prior notice.

When nonpublic data must be sent via email, the subject line shall contain “[secure]” to ensure the message is encrypted, protecting it from being viewed by unauthorized parties. ***No nonpublic data may ever be sent using personal or other non-company email accounts.***

Malware

To protect against malware infection, never open emails or file attachments from unknown or untrusted sources. File attachments are common sources of computer viruses and other malware, especially attachments with .vbs, .exe, .sys, .scr or .com filename extensions. Never click on any URL embedded within an email from unknown or untrusted sources. All suspicious email shall be reported to Enterprise Information Security via the “Report Phishing” button in Outlook. See Section 9.1, Our Philosophy, for additional information.

You are prohibited from creating, using or disseminating any “malware,” “spyware,” or other code, script, or application designed to replicate itself, attach itself to other programs, disrupt or deny services, or perform any other malicious activity on any network.

Appropriate Use of Communications Systems

You are prohibited from using Company communications systems to transmit “junk mail” or other nonbusiness related advertising material to individuals on any network.

You are prohibited from using Company communications systems to create or forward spam, “chain letters,” “Ponzi” or other “pyramid” schemes of any type.

Upon discovery of any misuse of the Company's communications systems, you shall report such misuse to your supervisor or designated Human Resources representative and Enterprise Information Security.

Approved Systems

You shall only use authorized email applications for Company email.

You shall not automatically forward any internal email or communication to any non-Company mailbox.

You shall not use private email accounts (including Yahoo, Gmail, etc.) for work-related communication.

Remote Use

You shall not take Company-issued laptops or mobile devices outside of the 50 United States unless it is for use in conjunction with approved travel where the primary purpose is to conduct official Company business. Use of Company remote systems from a personal device is restricted to the support of business. Company information accessed using personal devices (including cell phones) shall not be saved to non-Company-owned systems.

Please also refer to Section 9.4, Protection of Assets and Information.

9.9 INTERNET

The internet is critical to many Company functions and can enable legitimate business operations. However, in addition to its many benefits, accessing the internet presents numerous significant risks to the Company in the form of viruses, malicious websites, potential data theft, hacking, access to inappropriate content, spyware and similar risks. Employees with internet access are expected to ensure that its use meets regulatory requirements and protects the Company's environment, as well as our client and employee information. Failure to do so can create unnecessary and unacceptable risk for the Company and its employees, which could result in corrective action up to and including termination.

Proper Use

Internet use shall be restricted to business purposes, unless otherwise approved by your manager or supervisor. Your Company-provided internet access shall not involve content, subject matter, or language that might be deemed sexist, racist, vulgar, obscene, or otherwise falls below standards of professionalism, respectability, and decency. Improper internet use includes any activity that disrupts work, wastes bandwidth, and/or may subject the Company to legal liability.

The Company reserves the right to use internet monitoring software to track user activity.

Security

All devices with internet access should have Company-approved malware prevention software installed, which should be kept up to date. Noncompliance with this policy shall be immediately reported to the ETO Service Desk.

Downloading files from the internet to Company devices or network without management authorization is prohibited. Furthermore, filesharing and uploads to systems outside the company network shall only be performed through approved sites or utilities with prior management authorization. All sensitive data shared shall have authentication and be encrypted in transit and, where possible, at rest (on the server). Access to files shall be limited to employees required and authorized to view the information.

You are prohibited from changing the configuration of Company computers and security controls or from using any website or program to gain unauthorized internet access, including internet sites blocked from access by Company controls. Falsifying user information provided by the Company or its clients is also prohibited.

You shall always use Company-provided internet access in a manner that is ethical, legal, and not to the detriment of the Company or other internet users.

Online Promotion

All employees have the responsibility to protect Company business and information from unauthorized access. Sensitive data relating to systems, processes, practices, client data and other proprietary information may not be posted to internal or external websites, blogs, social media forums, or any similar internet or intranet space. On occasion, the CEO of the Company or their designee, who shall be at the EVP level, may extend written permission for participation in social media and podcasts for the purposes of promoting the Company on subjects relating specifically to their job duties. When such permission is granted, a proposal shall be reviewed with, and approved by, Marketing and Human Resources prior to implementation. Personal blogs are not allowed on Company computers or systems. Any reference made to the Company on external social networking sites of any kind without permission require a disclaimer that the views expressed are personal and not those of the Company. Please direct questions, to your designated Human Resources representative.

Also see Section 9.4, Protection of Assets and Information; Section 9.10, Social Media Use; and Section 11.11, Proprietary Information.

9.10 MEDIA POLICY AND SOCIAL MEDIA USE

Zions Bancorporation Spokesperson Policy

Company spokespersons include the chairman, president, chief financial officer, executive vice presidents and other designated spokespersons as approved by the president. Executive officers and previously identified specialists are to provide comments to the press only on issues for which they have been designated as a spokesperson.

Media Policy

All media inquiries about Zions Bancorporation should be directed to the Enterprise Marketing and Communications Director at 801-844-7979.

Investor Relations Policy

Any investors who have questions related to the performance of the company should be directed to the Investor Relations Director at 801-844-8208.

Social Media Acceptable Use

In the rapidly expanding world of digital communications, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's blog, personal website, social networking website, bulletin board, chat room, or forum whether or not associated or affiliated with the Company, as well as any other form of digital communication. All employees representing the Company must enable two-step verification or multifactor authentication on social media platforms (e.g., LinkedIn, Instagram, Facebook, etc.) that support it.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, clients, suppliers, people who work on behalf of the Company or the Company's legitimate business interests, may result in corrective action up to and including termination.

Who Speaks for the Company and Who Promotes Company-approved Content

Please keep in mind that only employees who have been given specific authorization as a Designated Representative are authorized to speak for and on behalf of the Company on social media.

Employees may participate in the following activities:

- Like, share and retweet official Company social media posts, adding their own appropriate comments.
- Share thought leadership articles or create their own posts about events or community service activities.
- Share jobs that are posted using their referral link, even if they are not a Designated Representative.

With the exception of Designated Representatives, employees may not do the following activities:

- Create their own posts about Company products or services.
- Create pages, join or create groups, or establish accounts on social media on behalf of the Company.
- Speak on behalf of the Company or any affiliate on social media unless they are a Designated Representative.
- Share sensitive or nonpublic Company or client information on social media.

Use of social media for the purpose of recruiting is outlined in Section 2.6, Use of Social Media in Recruiting Activities.

All employees who are not Designated Representatives are welcome and encouraged to engage with the approved social media content on official Company social media sites, including social media posts, photos of community involvement, blogs and interactive marketing content (including Company-approved posts about products or services). We encourage employees to “like” and “share” the content along with a personal comment. You may also create your own posts about volunteer activities.

Employees are also invited to participate in the Company’s Social Media Brand Ambassador Program. Please complete the Social Media Brand Ambassador training in i-achieve if you’d like to participate.

Know and Follow the Rules

Carefully read the Employee Handbook, these guidelines and the Company’s policies regarding the use of social media, and ensure your postings are consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated and may subject you to corrective action up to and including termination.

Be Fair

Always be fair and courteous to fellow employees and clients, as well as to people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, manager or by communicating with Human Resources than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that are knowingly false or defamatory, that reasonably could be viewed as obscene or threatening, that disparage clients, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or Company policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the internet archives almost everything; even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, clients, or people working on behalf of the Company or competitors.

Comply With Financial Disclosure and Banking Laws and Regulations

You must keep in mind that as a result of the industry in which the Company does business, the Company and its employees are subject to significant federal and state laws and regulations.

To remain within regulatory and legal compliance with federal and state laws and regulations, unless you are a Designated Representative, you may not discuss the following topics:

- The financial performance of the Company.
- Any investor relations matters.
- Anything that could be interpreted as financial or investment advice, unless it is the sharing of Company-generated, approved social media content that includes proper disclosures.
- Specific products, services and rates offered by the Company, unless content is generated from the Company's Social Media Brand Ambassador Program or an official Company social media site and any personal message accompanying the shared post/comment excludes rates, special pricing or recommendations.

- Any item that is covered under any federal or state privacy law.

Post Only Appropriate Content

Maintain the confidentiality of Company trade secrets and private or nonpublic information, as set forth in this Employee Handbook, by the Code of Business Conduct and Ethics, and other applicable policies of the Company. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology.

Do not post internal reports, policies, procedures or other internal business-related nonpublic communications.

Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as an employee of Company.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, clients or people working on behalf of the Company. If you do publish a blog or post content online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as, “The postings on this site are my own and do not necessarily reflect the views of [include name of your Employer] or any other parent, affiliate or subsidiary of [include name of your Employer].”

Using Social Media at Work

Refrain from using external social media while on work time and on equipment we provide, unless you are a Designated Representative or an approved Social Media Brand Ambassador, it is work-related as authorized by your manager or it is consistent with this Employee Handbook and other Company policies.

Do not use Company email addresses to register on social networks, blogs or other online communities.

Questions and Concerns

If you have questions or need further guidance regarding the appropriate use of social media, please contact your Human Resources representative.

Nothing in this policy regarding social media limits an employee's rights under Section 7 of the National Labor Relations Act to discuss pay, benefits, or other terms or conditions of employment, or to act together with others regarding such matters. The Company does not interfere with or base corrective action on the lawful exercise of such rights.

9.11 USE OF PORTABLE ELECTRONIC EQUIPMENT

In some cases, a laptop computer, mobile device USB, portable or external hard drives, or other electronic devices will be issued to employees for use in their daily work activities. The above guidelines and policies apply to use of such equipment. Employees are responsible for loss or damage to these devices unless they can prove proper safeguards were followed.

Employees with Company-issued portable electronic devices shall cooperate fully with the Company as they fulfill obligations to inventory equipment, upgrade software, apply cybersecurity controls (e.g., antivirus, firewall, encryption), and/or check for compliance with Company policies.

Portable electronic devices also pose security risks because of their portability and ability to connect to unsecured networks. Keep the following requirements in mind to mitigate such risks:

- Employees are prohibited from allowing unauthorized people (including unauthorized co-workers) to use Company-issued equipment.
- Employees are responsible for protecting portable electronic equipment regardless of location.
- Portable devices may not be connected to non-Company networks without permission.
- Use of the VPN is mandatory when not connected to the Company's internal network.
- All files transferred from portable devices to Company networks or computers shall first be scanned for malware.
- Employees shall not place nonpublic data on such devices. Due care shall be taken so that trade secrets are not jeopardized.
- Authentication and encryption are required on all devices used to store or transmit Company information.

9.12 USE OF PERSONAL MOBILE PHONES

Personal mobile phone use during your working hours should be kept to a reasonable minimum except in emergency situations. All personal calls should be made during break times, when possible, as to minimize disturbance to other employees and clients.

If you use your personal mobile phone to perform any Company business, you are under the same requirements of confidentiality and information security as defined in other sections of this Handbook. All Company business-related information stored in the phone is considered property of the Company. If you use your personal mobile phone for Company business and you leave the Company, Company business applications and information will be removed from your device. The Company reserves the right to delete any and all data on any device with Company information, which may require a full device wipe.

The Company requires employees to comply with all federal, state and local regulations, guiding the use of mobile phones, including those regarding automobile safety. Refer to Section 10.13, Driving While on Company Business.

9.13 PRIVACY WHEN USING PERSONAL DEVICES

Employees may be permitted to use personal devices for business purposes, otherwise known as a “bring-your-own-device” model. The Company is committed to protecting user privacy while enforcing only those policies required to protect the organization’s data, intellectual property, computer and network systems. Every effort will be made to focus management activities only on business applications and data, while restricting the organization’s access to the user’s personal applications and data. If you have additional questions about how the Company might be able to access, monitor or observe data, please contact the ETO Service Desk.

At the employee’s election, Enterprise Mobile Management software is installed on a personal mobile phone to provide separation of business and personal data. It allows the organization to obtain information — including the device model/type and name, operating system version, encryption status, password status — and conduct periodic security checks of the device. This software does not monitor or access data on devices outside of corporate applications. This software does not track or monitor browsing history, texting, photos or email from private accounts. Please refer to Table 9.1 for platform operating software requirements of an employee’s personal device to be capable of receiving security updates from the manufacturer.

Table 9.1

| Platform | Device | Version |
|----------|---------------|-------------------------------------------------------|
| Android | Most hardware | Current major release and two versions previous (N-2) |
| iOS | iPhone, iPad | Current major release and one version previous (N-1) |

The Company will not access sensitive personal information from employee-owned devices or make it available to third parties, excluding legitimate civil or criminal legal process.

9.14 EMPLOYEE RESPONSIBILITY WHEN USING PERSONAL DEVICES

When using your personal device to conduct Company business, your obligations include, but are not limited to the following:

- You accept that your personal device may be managed or reconfigured.
- You are solely responsible for backing up any personal content on the device.
- You agree to keep the device updated and in good working order.
- You will not attempt to bypass the security of the mobile device or application. Devices that are jailbroken, “rooted” or have been subjected to any other method of altering or disabling of built-in protections are not permitted.
- You agree to release the Company from any liability for the partial or complete loss of Company and personal data.
- You will take appropriate precautions to prevent others from obtaining access to your mobile device(s). You will also be responsible for all transactions and activities from your mobile device.
- You will not send sensitive client information via text or SMS.
- You agree to release the Company and its divisions for potential effects that Company-related use of the device may have on your personal ownership, use and enjoyment of the device, as well as expenses arising therefrom, both during employment and following separation.
- You agree to read and comply with any other Company policies and guidelines applicable to the use of a mobile device, including those pertaining to social media and data security.
- You are not permitted to use any personal device to record conversations during work hours or on Company premises, other than as directed in Section 4.2 and 9.2.

- You agree the Company is not responsible for damaged, lost or stolen personal devices while performing Company business.
- You agree to maintain a device compatible with the Company’s published technical specifications below. If your device falls out of compliance, it may be blocked from access, without advance notice, until it meets minimum requirements.

Loss or Theft

You shall immediately report the temporary or permanent loss of any personal device, used to access corporate data to the ETO Service Desk and corporate.privacy@zionsbancorp.com.

You may not cancel individual voice and data services until the remote wipe of the lost or stolen business applications is complete.

Applications and Downloads

You agree to install application updates in accordance with the Company guidelines. Only approved applications may be used with Company-owned data. Requests may be submitted to <https://zions.service-now.com/sp> to formally review and approve new enterprise applications.

The Company reserves the right to take appropriate action for noncompliance with these requirements, up to and including termination.

9.15 CALIFORNIA PERSONAL INFORMATION POINT OF COLLECTION NOTICE (“NOTICE”)

Zions Bancorporation, N.A., and its affiliates (“Bank,” “we,” “our,” or “us”) provides this Supplemental Notice pursuant to the California Consumer Privacy Act (“CCPA”). This Notice supplements our California Personal Information [Point of Collection Notice](#) and our [Digital Privacy Statement](#).

Categories of Personal Information That We Collect and Why We Collect It

We collect Personal Information to provide individual and commercial financial products and services and for employment and human resource purposes. “Personal Information” and the categories of Personal Information we have collected or may collect about you is further defined in our Point of Collection Notice. The specific pieces of Personal Information we collected about you may vary depending on the nature of

your interactions with us and may not include all the examples listed in the Point of Collection Notice.

Sources of Personal Information

We may collect your Personal Information directly from you when you provide us information through multiple different means or from our service providers, vendors, and suppliers. More detail on the ways in which we collect Personal Information can be found in our Digital Privacy Statement.

Disclosures of Personal Information

We do not sell Personal Information for money. However, our use of tracking technologies may be considered a “sale” under California law. We share Personal Information with our Service Providers for the business purposes listed in the Point of Collection Notice. The categories of persons to which we disclosed this Personal Information include affiliated and related companies, service providers, professional advisors, public authorities/government bodies, and external auditors. We may also use this information for cross-context behavioral advertising. More information on how we share Personal Information can be found in our Digital Privacy Statement.

Exercising CCPA Rights

Under the CCPA, California consumers have certain rights that they may exercise independently or through an authorized agent. Please note that when submitting a request, you may be asked to provide information to verify your identity before action is taken. You may designate an authorized agent to make the requests on your behalf. An authorized agent must submit proof to us that he or she has been authorized by you to act on your behalf, and you will still need to verify your identity directly with us before we can process the request. To submit a request, use our portal <https://datarights.zionsbancorp.com/> or call us at 855-210-9448.

California Residents Have the Right To

California residents have privacy rights provided by the CCPA, as it may be amended from time to time, including, if applicable:

- Right to know what personal information is being collected;
- Right to delete personal information;
- Right to know what personal information is sold or shared;
- Right to opt out of sale or sharing of personal information;
- Right of no retaliation following opt-out or exercise of other rights;
- Right to correct inaccurate personal information; and

- Right to limit use and disclosure of sensitive personal information.

How Long Do We Retain Personal Information?

We store personal information of our clients and employees as required to meet our legal and business obligations for the life of their relationship with us plus seven years. We may store the personal information of other consumers for the purpose of identifying potential clients or developing new client relationships for up to three years from the date it was collected.

Contact Us

If you would like more information about our privacy practices, please visit us at <https://datarights.zionsbancorp.com/> or call us at 855-210-9448, and we will be happy to assist you further.

9.16 EMPLOYEE PHOTO RELEASE

In connection with your employment, there may be times where the Company may take photographs, video or other recordings at events at which employees are present. You hereby give the Company and its affiliates, successors, licensees, assignees, and representatives the absolute and irrevocable right and permission, worldwide and in perpetuity, with respect to your likeness in any and all files, videos, recordings, and/or photographs taken of you, or in which you may be included with others, by or at the direction of the Company:

- a) To copyright the same in their own name or any other name that they may choose;
- b) To use, re-use, publish and re-publish the same in whole or in part, severally or in conjunction with other photographs, in any and all medium (including but not limited to any traditional and/or social media venue) and for any other purpose whatsoever, including but not limited to illustration, promotion, advertising and trade;
- c) To use your name in connection with the files, videos, recordings, and/or photographs or any derivative works created therefrom; and
- d) To assign or transfer said rights described above, in whole or in part, to any supplier for use in any derivative or creative works prepared by or with the Company for the benefit of such supplier.

You further consent that your name and identity may be revealed therein or by descriptive text or commentary. You hereby release and discharge the Company and its successors, licensees, assignees, and representatives from any and all claims and

demands arising out of or in connection with the use of the said materials, including any and all claims for libel, invasion of privacy, or infringement of any rights of publicity. You waive any rights, claims or interests you may have to control the use of your identity or likeness in whatever media used.

CHAPTER 10: SAFETY AND HEALTH

- 10.1 Our Philosophy
- 10.2 Policy Enforcement
- 10.3 Maintaining a Safe Worksite
- 10.4 Restroom Access Policy
- 10.5 Hazard Communication Program
- 10.6 Fire and Emergency Action Plan
- 10.7 Workplace Injury and Illness
- 10.8 First Aid and CPR Training
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- 10.10 Drug and Alcohol Policy
- 10.11 Bank Robbery Protocol
- 10.12 Workplace Violence
- 10.13 Business Continuity Plan
- 10.14 Driving While on Company Business
- 10.15 Children on Company Premises
- 10.16 Loss of Personal Property on Company Premises

10.1 OUR PHILOSOPHY

The Company responds to health and safety issues and complies with applicable federal Occupational Safety and Health Administration and applicable state and local regulations. The Company is committed to providing a work environment that promotes and protects the safety and health of its employees. Safe practices must be an integral part of all operations. Your supervisor will not consider an assignment satisfactorily completed unless every precaution and safety rule has been considered. Safety takes precedence over expediency or shortcuts.

10.2 POLICY ENFORCEMENT

Managers and supervisors implement and enforce policies, procedures, and federal, state, and local regulations related to safety. Employees must comply with all safety and health requirements whether established by the Company or by federal, state or local law. In the event of a public health emergency, the Company may establish temporary safety measures and expectations of all employees. These Company requirements will be clearly communicated to all employees, and compliance is required. You should immediately report hazardous conditions directly to your supervisor, your Human

Resources representative, or the designated safety officer/coordinator without fear of reprisal or retaliation.

Required Training

Some states require periodic safety training. Your supervisor or the Human Resources Department informs you of required training.

Safety Committees

Safety committees are required by the state OSHA regulations for Nevada and California. For information on these safety committees, contact the local Human Resources Department.

10.3 MAINTAINING A SAFE WORKSITE

Your supervisor communicates important site-specific safety and health information to you as necessary. You can help maintain a safe work site by looking for and removing potential hazards (e.g., electrical cords, boxes or other obstacles) in traffic areas and keeping all areas neat and clean.

When entering or exiting the building, make sure that all floor mats lay flat and straighten curled or buckled floor mats. During inclement weather, walk with caution and wear appropriate footwear for the weather conditions. Additionally, avoid carrying excessive items that may block your view or cause you to be unsteady.

All electrical and other appliances that could be deemed hazardous and that are not provided by the bank require approval from the employee's manager and Facilities Department manager before being allowed in Company-owned and occupied facilities.

10.4 RESTROOM ACCESS POLICY

The Company provides access to appropriate sanitary facilities. You are expected to use the restroom in a respectful manner based on your sanitation needs. You may access an available restroom that is the most appropriate for your sanitation needs without having to provide any documentation or representation regarding gender or gender identity. Please contact the Human Resources Department if you have questions or concerns regarding accessing restroom facilities.

10.5 HAZARD COMMUNICATIONS PROGRAM

The Company does not typically use hazardous materials, but some employees may encounter or use products that contain one or more hazardous materials (as defined by OSHA). If your department regularly handles these materials, you will receive training and information related to the potential hazards. The training will show you precautions to take to ensure safe handling. Should you have questions about the materials you use, speak with your supervisor.

Hazardous Product Information

When handling any such products, follow the procedures recommended by the manufacturer noted on the product label or the Safety Data Sheet. Talk to your supervisor for more information. You may receive safety and health information by various methods, including videos and written materials.

Department Requirements

If your department regularly handles hazardous materials, federal OSHA law requires the following steps:

- A written hazard communications program;
- Employee information and training;
- Container labeling; and
- Safety Data Sheet availability and completeness.

10.6 FIRE AND EMERGENCY ACTION PLAN

In accordance with local ordinances, Company buildings will have evacuation plans and hold annual fire drills. Each manager must be familiar with the evacuation plan and also ensure that employees understand the plan.

Your department may hold periodic evacuation drills. Be familiar with your building's emergency procedures. An evacuation drill may occur at an inconvenient time, but participation is mandatory. If you need special assistance to follow an evacuation procedure, notify your supervisor or your Human Resources representative. Please locate your building's evacuation plan for complete details.

10.7 WORKPLACE INJURY AND ILLNESS

Federal OSHA law requires that records of workplace injuries, illnesses and accidents be maintained. Therefore, all job-related injuries, illnesses and accidents, or any

potential safety hazards or dangerous conditions, must be reported to the Human Resources Department immediately, and in any event, no later than 24 hours after the incident or discovery of the hazard. You have a legal right to report work-related injuries and illnesses free from retaliation. Some states impose stricter reporting requirements. Please contact either the Human Resources Department or Safety Committee (if applicable) for additional information.

The Company provides workers' compensation insurance coverage for all Company employees to protect them in the event of an injury or work-related illness arising from your immediate work responsibilities or environment. In some states, work-related activities may include volunteer events hosted or organized by the Company on or off the Company's premises. The Company pays the full cost of this insurance, and all employees are eligible from the date of hire.

Responsibilities in Case of Employee Injury

Any work-related injury suffered by an employee must be reported by the employee to the employee's supervisor, Human Resource representative and/or Corporate Insurance immediately. Due to certain state regulations, always follow the state's reporting process and required paperwork. Certain forms must be filed with the state's workers' compensation commission as required by law.

10.8 FIRST AID AND CPR TRAINING

The Company may provide on-site first aid and CPR training. If provided, this training is voluntary, as is your option to give first aid or CPR if needed.

10.9 TOBACCO AND NICOTINE POLICY

The Company recognizes that smoking and nicotine use in the workplace can adversely affect employees. As a result, individuals may not smoke, vape, use e-cigarettes, chewing tobacco, pipes, cigars, or other tobacco or nicotine products in any Company location (unless it is a formally approved vaping, tobacco or nicotine area), facility, courier vehicle, or Company-owned vehicle used by multiple employees.

Many states and some municipalities have specific laws regulating smoking in worksites and public places (see Table 10.1). The Company complies strictly with these laws. For additional information specific to your location, see your supervisor.

Table 10.1

| State Smoking Laws | |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Arizona | No smoking within 20 feet of building entrances exits, open windows and air intake vents. |
| California | No smoking within 20 feet of building entrances, exits, open windows and air intake vents. |
| Colorado | No smoking within a 15-foot radius of building entryways. |
| Oregon | No smoking within 10 feet of all entrances, exits, accessibility ramps that lead to and from an entrance or exit, windows and air-intake vents. |
| Utah | No smoking within 25 feet of building entrances, exits, open windows or air intake vents. |
| Washington | No smoking within 25 feet of all entrances, exits, windows that open and air-intake vents. |

Employees who smoke in prohibited areas will be subject to corrective action, up to and including termination. Employees may smoke outside facilities on Company property as long as doorways, walkways and parking areas are not blocked or littered.

10.10 DRUG AND ALCOHOL POLICY

The Company maintains a drug- and alcohol-free workplace and complies with the Drug-Free Workplace Act of 1988. The abuse of alcohol and other drugs may create a variety of problems in the workplace, such as increased injuries, increased absenteeism, increased financial burden on health insurance and other employee benefits programs, increased workplace thefts, decreased employee morale, decreased productivity, and a decline in the quality of products and services. For this reason, the Company has established the following policies regarding substance abuse:

- The Company prohibits the manufacture, distribution, possession or use of a controlled substance at work, including alcohol and marijuana.
- Specifically, the Company prohibits employees from working under the influence of or impaired by any type of drug, including alcohol. This prohibition is not intended to prevent employees from using appropriately administered over-the-counter or prescribed medications. Company policy prohibits employees from using or possessing marijuana on work premises and from coming to work under the influence of marijuana even if prescribed by a physician.
- Employees are prohibited from driving Company-owned or, when on Company business, personally owned vehicles while under the influence of or impaired by alcohol or any other drug or medication that may impair safety. On a regular

basis, and in accordance with applicable law, the Company reserves the right to conduct driving history screenings including Motor Vehicle Reports.

- The Company reserves the right to test employees to the extent permitted by applicable law to determine if employees are under the influence of or impaired by drugs made illegal by local, state or federal law, or whether their performance is impaired by use of controlled substances, including alcohol. Reasons for testing could include post-accident (when it is reasonably likely that drug or alcohol use was a contributing factor), random screening, return to duty follow-up and reasonable suspicion. Additionally, the Company may use any medical procedures necessary as permitted by law to determine if an employee is under the influence of illegal drugs or impaired by use of controlled substances, including alcohol. Such testing will conform to scientifically accepted standards and sanitation standards. A confirmation test will be used when required by law. If an employee refuses to provide a sample, or attempts to alter a sample, his or her employment may be terminated. If an employee tests positive for prohibited substances, his or her employment may be terminated. All positive tests will be reviewed by a Medical Review Officer for verification prior to termination.

Suspected Drug Abuse

Promptly report to a supervisor any employee who you believe might be in violation of the Company's Drug and Alcohol Policy. You may also report suspected violations directly to Human Resources or to the Company's Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3361.

Alcohol Use on Company Premises

Serving or consuming alcohol on Company premises or at Company functions, even after work hours, is not permitted without the approval of the CEO of the Company or their designee.

Right to Search

While you are on Company premises or conducting Company business, you are subject to search and surveillance at all times as permitted by law, at the sole discretion of the Company and without prior notification. Searches may include the search of your possessions and Company furniture, equipment and containers as allowed by law. Your employment and/or continued employment and/or signature on or acceptance of this Handbook constitutes your consent to the same.

Criminal Convictions

If you are convicted of a criminal violation related to drug use, including but not limited to the manufacture, possession or distribution of drugs, you must report this conviction within five calendar days to your designated Human Resources business partner.

Treatment

The Company recognizes that drug and alcohol abuse may be a medical problem that can be successfully treated. Employees who believe that substance abuse is a problem for themselves or a family member can obtain confidential help by contacting the Company's mental health provider (see Section 6.2).

You may be granted a Leave of Absence for drug and alcohol abuse rehabilitation treatment under certain circumstances. If you are granted such a Leave of Absence, you will be permitted to return to work after an appropriate fitness-for-duty examination certifies that you are able to perform your job properly. Employees who do not cooperate with an agreed-upon treatment plan may face corrective action, up to and including termination. Participating in a treatment plan does not exempt you from corrective action for violations of this Drug and Alcohol Policy or any other Company policy.

Disclosures made by employees to their Human Resources representative or their supervisor concerning their use of legal drugs and/or disclosure of their participation in any drug or alcohol program will be treated confidentially.

Infractions of this policy will result in appropriate corrective action, up to and including termination, in accordance with the severity of the incident.

Drug and Alcohol Testing Policy

A state-by-state Drug and Alcohol Testing Policy can be found in Appendix A of this Handbook.

10.11 BANK ROBBERY PROTOCOL

Most employees will never experience a robbery; however, it is important for employees and officers to know the proper protocol should a robbery occur. Enterprise Security develops, administers, and trains employees regularly on the proper procedures in the event of robberies, larcenies, and burglaries.

10.12 WORKPLACE VIOLENCE

Workplace violence is prohibited and will not be tolerated. The Company prohibits and will not tolerate any form of workplace violence by an employee, supervisor, or third party, including suppliers, clients, and visitors both in the workplace and at Company-sponsored events. Threatening or intimidating behavior, verbal threats, or acts of violence will not be tolerated and may be grounds for immediate termination, arrest, prosecution, or civil action.

Prohibited Conduct

For purposes of this policy, workplace violence includes, but is not limited to the following actions:

- Any physical assault, with or without weapons.
- Disrupting, interfering with, or preventing normal work functions or activities in a threatening manner. This would include disruptive behaviors such as yelling, using profanity, waving arms or fists, verbally abusing others, or refusing reasonable requests for identification.
- Making physical, written or verbal threats. This would include threatening behaviors such as physical actions short of actual contact or injury (moving aggressively into another's personal space), oral or written threats to people or property (e.g., "You better watch your back" or "I'll get you"), and implied threats (e.g., "You'll be sorry" or "This isn't over").
- Knowingly endangering the health or safety of any individual, including employees, suppliers, clients, or any other person present on Company property or at Company-sponsored events.
- Bullying, intimidating, stalking or harassing another person (e.g., making obscene or harassing phone calls or using threatening body language or gestures such as standing close to someone).
- Inappropriate behavior that reasonably causes another person to suffer emotional distress or creates a reasonable fear of injury.
- Behavior that a reasonable person would interpret as being hostile and/or potentially violent (e.g., throwing objects in anger, pounding one's fist on a desk or door, destroying property, or fighting) or specific threats to inflict physical harm (e.g., "I'm going to shoot you").

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

Weapons

Weapons, with the exception of nonlethal self-defense devices (e.g., mace or pepper spray), are not permitted on Company premises. The Company reserves the right to search for weapons on Company premises if the Company has a reasonable suspicion that an employee has a weapon in their possession, or has threatened violence, in accordance with applicable law. The only exception to this policy applies to authorized and trained employees of the Company's Security Department. To the extent any applicable state or other law requires an employer to allow weapons on its premises in some manner (e.g., a weapon secured in an employee's car parked in an employer's parking lot), the Company will comply with all such laws.

Complaint Procedure

If you witness or are subjected to any conduct you believe violates this policy, you must speak, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor or your Human Resources representative as soon as possible. You may also report the incident online through the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3361.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

The Company will directly and thoroughly investigate all complaints of workplace violence and will take prompt corrective action, including discipline, as appropriate. The Company reserves the right to contact law enforcement, if appropriate. To the extent permitted by law, the Company reserves the right to seek a restraining order to prevent workplace violence against an employee.

If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement (911) and then contact the Enterprise Security Department.

Protective Orders

If you apply for or obtain a protective order or restraining order that lists Company locations as protected, send a copy to Enterprise Security. The Company understands the sensitivity of such information and uses confidentiality measures that recognize and respect your privacy.

No Retaliation

The Company prohibits any form of discipline, reprisal, intimidation or retaliation for the good faith reporting of incidents of workplace violence of any kind, pursuing a workplace violence complaint or cooperating in related investigations.

The Company is committed to enforcing this policy against all forms of workplace violence. However, the effectiveness of our efforts depends largely on employees telling us about all incidents of workplace violence, including threats. Employees who witness any workplace violence should report it immediately. In addition, if employees feel that they or someone else may have been subjected to conduct constituting a violation of this policy, they should report it immediately. If employees do not report workplace violence incidents, the Company may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action or future preventive actions.

If you have any questions regarding this policy or if you have questions about workplace violence that are not addressed in this policy, please contact your Human Resources representative or the Legal Department.

10.13 BUSINESS CONTINUITY PLAN

The Company's Business Continuity plans are designed to ensure employee safety and the continuity of business through any disruptive event. Each department in the Company has a Business Continuity plan. Your supervisor can explain your role in the plan and answer any questions you may have. In addition to Business Continuity plans, the Company has a mass notification system used to provide employees with important information regarding the impact of any disruptive event. During an event, you may receive email messages, texts, and/or phone calls to the number(s) and email(s) you have registered in the Employee Portal. The system may periodically be tested to verify the accuracy of the contact information to ensure you can be reached during an actual emergency.

10.14 DRIVING WHILE ON COMPANY BUSINESS

The Company is committed to promoting highway safety and protection of its employees by encouraging you to use safe driving techniques while driving on Company business. The Company expects you to know the current road regulations and to follow safe driving practices.

The Company may provide vehicles to employees who need to drive as part of their official business duties.

If your job duties necessitate that you regularly drive either a Company-owned or personal vehicle, the Company may require that you demonstrate that your driving record does not contain any accidents, citations, violations or other information that could prohibit you from being an acceptable driver by our insurance underwriting standards. Here is a non-exhaustive list of such events:

- Conviction for driving while intoxicated or under the influence of drugs;
- Conviction for leaving the scene of an accident;
- Received a ticket that was not dismissed for reckless driving;
- Received a ticket that was not dismissed for driving in excess of 25 mph over the speed limit;
- Convicted of a felony involving a motor vehicle;
- Two or more at fault accidents within any contiguous three-year period; or
- Two or more speeding/moving violations within any contiguous two-year period.

Employees falling within this category are required to report all such significant driving information to their designated Human Resources representative within 10 days of the event. If you have any questions regarding whether an event is significant, you should contact your Human Resources representative as soon as possible upon returning to work and before resuming any driving on behalf of the Company.

If your driver's license has been suspended or revoked, you are required to immediately report the suspension or revocation to your designated Human Resources representative and to your direct supervisor. You are also required to immediately and completely discontinue driving as part of your job. Failure to report such driving-related events may result in employee discipline up to and including termination of employment.

The responsibility of operating any vehicle in a safe manner ultimately lies with the individual driver.

Certain types of serious violations or a pattern of unacceptable driving may warrant immediate removal from a position and/or separation from the Company.

The responsibility of operating any vehicle in a safe manner ultimately lies with the individual driver. This means that before driving on Company business, the Company expects that you are appropriately licensed, insured, correctly trained and using a properly registered vehicle. The Company expects that you know the current road

regulations and will follow safe driving practices. You should understand the effects of fatigue, alcohol, pharmaceutical preparations, and using your cell phone or similar wireless device while driving. You should also respect the rights of other road users, including cyclists and pedestrians. Be conscious of and appropriately respond to any road conditions, traffic, driver behavior, external influences, weather, visibility and condition of your vehicle that may place you and/or others at risk. In addition, should you be unable to renew your license you may not drive in any business capacity. Should your position require driving, and you are unable to renew your license, you must immediately report this to your supervisor or Human Resource representative.

Employees are not permitted to allow unauthorized drivers (e.g., nonemployees, relatives) to drive Company-owned vehicles. Employees should ensure that all passengers are in adherence to respective state regulations, such as seat belt laws. Passengers in Company vehicles should be limited and based on a business need.

Driver distractions, such as eating or drinking, tuning the radio, using a cell phone or any electronic devices, or engaging in intense conversations can compromise a driver's ability to control a vehicle and may adversely affect a driver's situational awareness. To the extent possible, eliminate all potential driving distractions before you begin to drive.

Distracted Driving

Distracted driving is any nondriving activity that people engage in that has the potential to distract them from the primary task of driving thereby increasing the risk of harm to you and others. It includes taking your eyes off the road, taking your hands off the wheel and taking your mind off what you are doing.

While conducting business on behalf of the Company, you are expected to follow applicable state or federal laws or regulations regarding the use of mobile devices at all times. Mobile devices include but are not limited to cell phones, personal data assistants, laptops and navigation systems.

You are expected to refrain from using a mobile device while driving a personal or Company car to or from Company business or in any other manner conducting Company business, including:

- Placing or accepting calls;
- Texting;
- Using mail functions;
- Searching the web; or
- Putting addresses into a navigation system, etc.

Using a mobile device while driving is not required by the Company. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, you should:

- When safe to do so, pull off to the side of the road and stop the vehicle before using a mobile device;
- Refrain from discussing complicated or emotional matters; and
- Keep your eyes on the road.

This policy is applicable to all employees while on Company business.

10.15 CHILDREN ON COMPANY PREMISES

Generally, children are not allowed in restricted work areas for any extended period during work hours. If children are on Company premises, an adult must accompany them at all times.

10.16 LOSS OF PERSONAL PROPERTY ON COMPANY PREMISES

The Company is not liable for loss, damage or theft of personal property on its premises. Do not leave personal property at work and do not leave personal items (e.g., purses, briefcases, wallets, etc.) unattended. All incidents of theft must be reported immediately to your supervisor, Enterprise Security or Internal Audit.

Due to the Company's desire to prevent and detect theft, the Company reserves the right to engage in electronic surveillance of the workplace. Both random and targeted observations of employees' workplace conduct, polygraph testing (when theft is suspected and where it is legally permissible), routine searches of the workplace and any other method of investigation that the Company deems necessary will be pursued. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Company premises.

Stealing from the Company, clients or other employees is subject to corrective action up to and including termination. All incidents of theft must be reported to the Human Resources Department or Enterprise Security Department.

CHAPTER 11: LEAVING THE COMPANY

- 11.1 Our Philosophy
- 11.2 Voluntary Termination
- 11.3 Involuntary Termination
- 11.4 Rehire
- 11.5 Final Pay
- 11.6 Continuation of Benefits
- 11.7 Unemployment Insurance
- 11.8 Retirement
- 11.9 Death of an Employee
- 11.10 Nonsolicitation Agreement
- 11.11 Proprietary and Confidential Information
- 11.12 Return of Company Property
- 11.13 Right to Search

11.1 OUR PHILOSOPHY

The Company hopes that employees who leave the Company, whether voluntarily or involuntarily, feel that they were treated with dignity, respect and courtesy. This chapter contains many important points related to leaving the Company.

11.2 VOLUNTARY TERMINATION

If you decide to leave your job, we ask that you notify your supervisor in writing and provide your reason(s) for leaving two weeks in advance, if possible.

The resignation date must not fall on the day that the Company is observing a holiday unless you work on that day.

Depending on the circumstances, you may be asked not to return to work after you have given notice. Should that occur, management, at its discretion, may elect to not pay you for unworked time, pay you through your resignation date, or pay you for a maximum of two weeks, whichever is less.

If you are absent from work without personally and directly notifying your supervisor within 48 hours following the start of your scheduled shift, your absence may be considered a voluntary resignation.

If you have not properly returned from an authorized Leave of Absence, or do not properly extend leave, your employment may be considered in a status of voluntary resignation.

11.3 INVOLUNTARY TERMINATION

The Company “at-will” policy states that the Company may terminate your employment without notice and with or without cause (refer to the Employment “At-Will” section of this Handbook). To conduct its business efficiently, the Company requires you to meet performance, attendance and behavioral standards, as well as follow Company policies and procedures. You may be subject to corrective action, up to and including termination, if you fail to meet these standards.

Involuntary termination is a termination decision made by the Company, including but not limited to the following actions:

- Displacement due to reasons not related to individual performance (e.g., position elimination or reduction in force).
- Sale or transfer of a Company-owned entity in which the employee was employed.
- Discharge for violations of the Code of Business Conduct and/or other misconduct as defined below.
- Discharge for failure to meet performance, attendance and/or behavioral standards.

Serious Misconduct

It is not possible to list all the circumstances that could lead to discipline or discharge, and the Company reserves the right and has sole discretion to determine if and when discipline and/or discharge is appropriate. By way of illustration only, certain types of misconduct are serious enough to warrant immediate termination, including, but not limited to these actions:

- Inaccurate completion of employment application;
- Violations of the Company’s policies prohibiting harassment, discrimination and/or retaliation;
- Any type of dishonesty;
- Theft damage to, or misappropriation of, Company property;
- Violating the terms or spirit of commission programs;
- Money laundering;

- Falsifying records or documents;
- Disclosing confidential information to unauthorized persons or entities;
- Violations of laws or regulations applicable to the business of the Company or that impact legitimate business interests of the Company;
- Borrowing or accepting money from clients or other employees, except as detailed in Section 3.9 of the Code of Business Conduct and Ethics;
- Conducting any type of banking transaction for an immediate family member or a person of the same familial legal standing;
- Misuse of funds;
- Misuse of position;
- Violating the Code of Business Conduct and Ethics;
- Insubordination;
- Violation of the Drug and Alcohol policy;
- Threatening or causing workplace violence; or
- Other circumstances where the Company determines that termination of employment is appropriate.

The Company is required to report some of these actions to the Comptroller of the Currency, the FBI and/or other law enforcement agencies, with or without notice. In conformity with the Company's "at-will" policy, the Company reserves the right to discipline and/or terminate employment for any other reason, with or without notice.

Conviction Records

The law prohibits the Company from employing — or continuing to employ — any person who has been convicted of any criminal offense involving dishonesty or a breach of trust or money laundering, or who has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for that type of offense without appropriate approvals from the OCC and/or the FDIC. Such a conviction may require denial or termination of employment. (Refer to Section 1.3, Obligation to Disclose, and Section 10.9, Criminal Convictions.)

Termination Review

The Human Resources Department typically reviews all involuntary terminations. You may ask your designated Human Resources representative for an additional review.

Staff Reductions

As part of our management process, the Company continually evaluates the profitability of our business and makes appropriate changes in the organizational structure. This

may result in reducing staff in some areas. In this case, the Company tries to give as much advance notice as possible, or as required by law.

11.4 REHIRE

Under certain circumstances, your records may document events that may result in you not being recommended for rehire, even if you voluntarily terminated your employment. It is the practice of the Company not to re-employ those who were terminated for unsatisfactory job performance or violation of Company policy.

Employees Rehired Within 30 Days of Termination Date

Employee service is considered to be continuous and uninterrupted with regard to benefits if the break in service is 30 calendar days or less (90 calendar days or less for a reduction in force). An employee rehired within 30 days of the termination date, or within 90 days of a reduction in force, is eligible to the following actions:

- Participate in insurance programs upon return if the employee was a participant in the plan at the time of termination. The waiting period is waived as long as back premiums are paid to maintain continuous Zions coverage.
- Receive credit for the previous service time with the Company when determining if the eligibility period for the accrual of paid time off has been satisfied. The PTO accrual rate will be based upon the new position with the Company.
- Receive credit for the previous service time with the Company when determining years of service for applicable anniversary award programs.

Employees Rehired More Than 30 Days After Termination Date

An employee rehired more than 30 days (90 calendar days or more for a reduction in force) after the date of termination will be treated as a new employee for health and welfare benefits.

401(k) Savings Plan Considerations

An employee who terminates employment after becoming a participant in the 401(k) Savings Plan and later returns to employment will reenter the plan immediately upon the reemployment date. Questions regarding your 401(k) Savings Plan can be answered by the Benefits Resource Center.

11.5 FINAL PAY

Your manager will report all pending or immediate terminations as soon as possible to the Human Resources Department. Your final paycheck is delivered to you on the regular payroll schedule unless the applicable law requires earlier payment. The Human Resources Department can answer questions concerning final pay.

Paid Time-off Pay

If you have a positive PTO balance when you leave the Company, you will be paid for these hours. If you have a negative PTO balance, you will have the responsibility to reimburse the Company for the value of the negative balance, subject to applicable law.

Sick Accruals

Employees are not paid for unused sick accruals upon termination or retirement.

Stock Options and Restricted Stock

The vesting and exercisability of stock options and restricted stock generally terminates upon termination of your employment or within a short period after termination. Please check the plan documents to determine how stock options and restricted stock will be treated upon termination of your employment.

Address Changes After Termination

Once you leave the Company, you must keep your address up to date during the remainder of the calendar year in which you leave. You can change your address using the Employee Portal site up to one year after separation. This information is needed to ensure you receive your year-end tax statements and other important information.

11.6 CONTINUATION OF BENEFITS

Plan documents and government regulations govern your benefits when you separate from the Company. This section only highlights key information — contact the Benefits Resource Center for more details.

Health Benefits Continuation

You and your covered dependents may be eligible to continue group health benefits (e.g., medical, dental, vision and medical flexible spending account) for a period of time using COBRA, unless your employment was terminated for gross misconduct.

Reinstatement of Health Benefits

Employees who voluntarily separate from the Company and are rehired within 30 days will have health benefits reinstated immediately on the date of rehire. Employees who are separated due to a reduction in force and are rehired within 90 days will also have health benefits reinstated immediately on the date of rehire provided they can show continuous coverage under the COBRA or another group health plan.

Retirement Accounts

If you have more than \$1,000 in your 401(k) plan, you will generally have the option of keeping your money in the plan, rolling the funds into another qualified plan or having your funds distributed to you less income taxes and the penalty tax. If you have less than \$1,000 cash, you may have to roll the money over or withdraw with tax penalties.

In the past, Zions Bancorporation offered a pension plan to employees. On Dec. 31, 2002, "The Zions Bancorporation Pension" plan was frozen, and no new participants were allowed to participate. If you are a current employee who previously participated in this plan and your balance is less than \$5,000, you will receive a lump-sum distribution or an IRA rollover distribution. If your vested balance is \$5,000 or greater and you are at least age 55 with 10 years of vesting service and terminate employment with the Company, you may receive either your lump-sum balance or an annuity; otherwise, your money stays in the pension plan until your retirement at age 65 or greater.

Life Insurance

You may convert your life insurance benefits upon your termination. Contact the Benefits Resource Center immediately following termination to request conversion of benefits.

Employee Banking Products

Under the Employee Ambassador Program, employee bank products obtained under the Employee Ambassador Program are subject to the terms identified in the program. Details regarding this program can be located on the Zions Bancorporation intranet site under the Ambassador link.

11.7 UNEMPLOYMENT INSURANCE

State government unemployment insurance programs provide financial support for qualified individuals who are unemployed, are actively seeking employment, and are available and able to work. The Company pays the entire cost of unemployment benefits for qualified individuals through state unemployment taxes.

Each state unemployment office determines eligibility for unemployment benefits, based on the circumstances of the separation or the reduction of hours. If you have questions about unemployment insurance benefits, contact your nearest state unemployment office.

11.8 RETIREMENT

If you are considering retirement, discuss it with your Human Resources representative and the Benefits Resource Center as far in advance as possible. Certain benefits may require significant lead time in order to become effective.

Eligibility

Employees reach full retirement eligibility at 60 years of age with five cumulative years of service, unless noted by a plan or program document. However, there may be a small number of employees eligible for limited legacy benefits available at 55 years of age with 10 years of service. You should check with the Benefits Resource Center for more information.

11.9 DEATH OF AN EMPLOYEE

If an employee dies, the eligible spouse or estate is entitled to collect vested benefits. An employee's surviving spouse and other dependents covered under the health, dental and vision plans may be entitled to continue their plan coverage for a limited time. Contact the Benefits Resource Center for more information.

11.10 NONSOLICITATION AGREEMENT

Subject to applicable state law, employees may not directly or indirectly solicit Company employees, clients or suppliers (any of which you directly learned of or dealt with as an employee of the Company) for yourself or a competing business for a period of one year following your termination date.

The contents of this Section 11.10 are contractual obligations and are in force both while you are employed with the Company and after you leave the Company. If you have any questions about these requirements, please contact your supervisor or designated Human Resources representative. Nothing in this section shall be deemed to supersede any other agreement between the Company and an employee containing restrictive covenants of a similar nature unless prohibited by your state law.

11.11 PROPRIETARY AND CONFIDENTIAL INFORMATION

While employed with the Company, you are obligated to safeguard sensitive information in your possession as defined and further clarified in the Sensitive Information Privacy Policy.

During employment, and when you leave the Company, you may not remove any proprietary data or information regarding the Company, its clients, accounts, services or suppliers, in any form, whether hard copy, digital or in other electronic form. You also must immediately return all such information and records in your possession to the Company.

You may not use any information you gain regarding the Company, its clients, accounts, services or suppliers in any manner for personal gain or to provide to others, including without limitation any subsequent employers. Under California law, employees are restricted only to the extent that the subject information qualifies as a trade secret. Refer also to Section 9, Communications Systems and Information Security.

Pursuant to the Defend Trade Secrets Act of 2016, employees are hereby provided notice that they shall not be held criminally or civilly liable for disclosure of a trade secret that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11.12 RETURN OF COMPANY PROPERTY

Upon termination of employment, whether voluntary or involuntary, all employees must return all Company property in their possession and/or control. This includes all records of any kind as well as any electronic, computing, technical, office or any other type of equipment the Company provided. Employees will be held responsible for the replacement cost of this equipment if it is not returned. Unless required otherwise by applicable law, the value of the equipment may be deducted from the employee's final paycheck.

11.13 RIGHT TO SEARCH

In accordance with applicable state law, while you are on Company premises or conducting Company business, you are subject to search and surveillance at all times,

at the sole discretion of the Company and without prior notification. Searches may include the search of your possessions and Company furniture, equipment and containers. Your employment, continued employment and/or signature on or acceptance of this Handbook constitutes your consent to the same.

APPENDIX A: DRUG AND ALCOHOL TESTING POLICY

The Company recognizes that alcohol and drug abuse adversely affects employees' job performance and the kind of work they can perform, and may affect their opportunities for continued employment. While it does not intend to intrude upon the private lives of its employees, the Company is concerned when the use of alcohol and/or drugs interferes with employees' job performance, adversely affects the job performance of other employees, endangers the employee or other employees, or is detrimental to the Company's business.

The general policy below is followed by policies for individual state drug and alcohol testing policies that may apply. This policy may from time to time be modified based upon changes in the law or changes within the Company.

Scope

This policy applies to all applicants and employees, including contract, temporary or seasonal employees. The policy is applicable at Company facilities or wherever Company employees are performing Company business. It is also applicable while operating any Company vehicles or equipment at any time, or any personal, rental or other vehicle while on Company business.

It is the Company's policy to follow all applicable laws and regulations regarding drug and alcohol testing and the other matters addressed here. This written policy is intended to summarize how those laws and regulations apply to the Company and its employees. The precise obligations of the Company are established by the applicable laws and regulations, as they evolve from time to time.

Definitions

- A. "Work-related alcohol and other drug abuse" is defined as the use of mood-altering drugs, including alcohol, narcotics, depressants, stimulants, hallucinogens, marijuana, or the use of prescription drugs when resulting behavior or appearance adversely affects work performance or the operation of any Company vehicle or equipment at any time, or any personal, rental, or other vehicle while on Company business.
- B. "Adversely affect work performance" and "under the influence" shall be determined to be present if the employee is perceptively impaired, has impaired alertness, coordination, reactions, responses, or efforts; if the employee's condition threatens the safety of themselves or others; or if the employee's condition or behavior presents the appearance of unprofessional or irresponsible

conduct detrimental to the public's perception of the Company as an employer as determined by the supervisor or manager or other observing the employee. It includes operation of any Company vehicle or equipment at any time, or use of any personal, rental or other vehicle while on Company business.

- C. "Controlled Substances" means those substances whose distribution is controlled by regulation or statute, including but not limited to narcotics, depressants, stimulants, hallucinogens, and cannabis.
- D. "Mood-altering" or "alter" means changed behavior that may limit an employee's ability to safely and efficiently perform their job duties or pose a threat to the safety of the employee or others.

Nondiscrimination

Consistent with its general policy against discrimination, the Company recognizes that disabled individuals should be protected from discriminatory treatment. Under the Americans with Disabilities Act, a disabled person is someone who has a medical or psychological condition materially impairing a major life activity. However, in accordance with the Americans with Disabilities Act, disability does not include any condition resulting from alcohol or other drug abuse, which prevents a person from performing essential functions of the job or which creates a direct threat to property or the safety of individuals.

Prohibitions

- A. No employee shall report to or perform Company work under the influence of alcohol, marijuana, controlled substances, or other drugs affecting their alertness, coordination, reaction, response, judgment, decision-making, or safety.
- B. No employee shall operate, use or drive any equipment, machinery, or vehicle of the Company, or operate, use or drive a personal, rental or other vehicle on Company business, while under the influence of alcohol, marijuana, controlled substances or other mood-altering drugs. Such employee is under an affirmative duty to notify their supervisor immediately that they are not in an appropriate mental or physical condition to operate, use or drive the equipment, whether or not belonging to the Company.
- C. No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use alcohol or a controlled substance while on company time, while on call, in the workplace, or wherever Company work is being performed.
- D. Engaging in off-duty sale, purchase, transfer, use, or possession of illegal drugs or controlled substances may have a negative effect on employees' ability to perform their work for the Company. In such circumstances, the employee is subject to discipline.

- E. When employees are taking medically authorized drugs or other substances that may alter job performance, they should notify the appropriate supervisor of their temporary inability to perform the job duties of their position.
- F. The Company may notify the appropriate law enforcement agency when it believes that employees may have illegal drugs in their possession or are involved in other illegal conduct.
- G. Employees are prohibited from consuming alcoholic beverages or using marijuana during breaks when returning immediately thereafter to perform work on behalf of the Company.

ARIZONA — ALCOHOL AND DRUG TESTING

- A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with Arizona law.
- B. Who May Be Subject to Testing:**
 - 1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
 - 2. **Random Testing:** The Company may require employees to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
 - 3. **Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:
 - a. is or was under the influence of drugs or alcohol and that the use may adversely affect the job performance or the work environment;
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
 - e. was operating or was a passenger in a Company vehicle (or personal, rental or other vehicle on Company business) that was involved in an accident.
 - 4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency treatment program or evaluation. The employee may be required to

undergo testing without advance notice during the evaluation or treatment period and for up to two years following the treatment program.

C. Testing Process:

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with the Company's policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company will designate a laboratory approved by the United States Department of Health and Human Services, College of American Pathologists, or Arizona Department of Health Services to perform the testing. Testing will conform to scientifically accepted analytical methods and procedures. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to corrective action, which may include termination of employment or rescinding the offer of employment to an applicant.
3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. The individual will be provided an opportunity to provide notification of any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.
4. **When Conducted:** Testing must occur during or immediately before or after the regular work period of the employee. Employees who the Company reasonably believes may have contributed to a workplace accident will be tested as soon as practicable after the accident.
5. **Samples:** Urine, blood, breath, saliva, hair and/or other substances may be collected as samples for drug and alcohol testing. Samples will be collected under reasonable and sanitary conditions. Samples will be labeled in order to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided. Sample collection, storage and transportation to the place of testing will be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration or misidentification.
6. **Test Results:**

- a. **Positive Tests (failed tests):** An employee has the right, on request, to explain in a confidential setting, a positive test result. A confirmatory test will be performed on all samples that show a positive test result on an initial test by use of a different chemical process than was used in the initial test. Confirmation must be done by a chromatographic technique, such as gas chromatography/mass spectrometry or another comparably reliable analytical method.
 - b. **Right to Test Result:** An applicant or employee has the right to request and receive from the Company a written copy of their test result report.
- D. **Costs:** All costs related to alcohol and drug testing employees will be paid by the Company, including reasonable transportation costs. Employees will be paid their regular compensation for time taken to conduct a drug test. The Company may pay, at its discretion, the costs for drug testing applicants.
- E. **Corrective Action in Response to a Positive Test Result:**
 - 1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
 - 2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any disciplinary and corrective actions including termination of employment or rescinding the offer of employment to an applicant.
 - 3. **Arizona Medical Marijuana Act:** The Company will not take an adverse employment action against an employee who tested positive for marijuana if the employee is a registered qualifying patient unless:
 - a. The employee used, possessed or was impaired by the marijuana during work hours or on Company premises.
 - b. Not penalizing those employees may cause the Company to lose a financial or licensing benefit under federal law.
- F. **Privacy of Test Results:**

1. Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Company or the testing laboratory except to:
 - a. The tested employee or applicant or any other person designated in writing by that employee or applicant.
 - b. Individuals designated by the Company to receive and evaluate test results or hear the explanation of the employee or applicant.
 - c. An arbitrator or mediator, or a court or governmental agency as authorized by state or federal law.
2. Test results and other information acquired as a result of the testing program are the property of the Company. An applicant or employee has the right to request and receive from the Company a written copy of their test result report.

CALIFORNIA — ALCOHOL AND DRUG TESTING

A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with California law.

B. Who May Be Subject to Testing:

1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
2. **Random Testing:** Except for in the City and County of San Francisco, California, the Company may require employees in safety or security-sensitive positions to undergo testing on a random selection basis. Employees to be tested will be notified at least 30 days in writing in advance of the examination. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
3. **Reasonable Suspicion Testing:** The Company may require employees to be tested when the Company reasonably suspects that an on-the-job employee may have engaged in drug, alcohol or substance use, or appears to be impaired based on observable subjective factors. The determination that reasonable suspicion exists must be based on specific, contemporaneous, articulate observations (seen, heard or smelled) concerning the appearance, behavior, speech or body odors of the employee.
4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency

treatment program or evaluation. The employee may be required to undergo testing without advance notice during the evaluation or treatment period and for up to one year following the treatment program.

5. **Post-incident Testing:** Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or property damage.

C. **Testing Process:**

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company shall designate a California licensed independent laboratory/testing facility to perform the testing. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action, which may include termination of employment or rescinding the offer of employment to an applicant.
3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.
4. **When Conducted:** Testing may occur during the regular work period.
5. **Samples:** The collection process will be performed in a manner to minimize intrusiveness (i.e., indirect monitoring). Urine may be collected as samples for drug and alcohol testing. The procedure for sample collection shall allow privacy for the subject of the test. Reasonable efforts will be made to respect the dignity of the individual tested.
6. **Test Results — Positive Tests (failed tests):**
 - a. A confirmatory test will be performed on all samples that show a positive test result on an initial test.
 - b. Employees and applicants will be allowed a reasonable opportunity to rebut or explain the results.

D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company.

E. **Corrective Action in Response to a Positive Test Result:**

1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any corrective actions including termination of employment or rescinding the offer of employment to an applicant.
3. The Company will attempt to reasonably accommodate employees who wish to voluntarily enter and participate in drug or alcohol rehabilitation, provided that this reasonable accommodation does not impose an undue hardship on the Company. However, the Company may discipline an employee for current drug use that renders the employee:
 - a. Unable to perform their job duties in a manner that does not endanger their health or safety or the health or safety of others.
 - b. Unable to perform their job duties at all.

F. Privacy of Test Results:

1. Test results and other information acquired as a result of the testing program are private and confidential information and are maintained separately from the individual's personnel file.
2. Test results and other information acquired as a result of the testing program are the property of the Company.

COLORADO — ALCOHOL AND DRUG TESTING

- A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with Colorado law.

B. Who May Be Subject to Testing:

1. **Job Applicants:**
 - a. The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.

- b. In Boulder, Colorado, the Company may require applicants who are the single finalists for the position or out-of-state finalists who come to Colorado for an interview to be tested. Applicants will be informed of the requirement for a drug or alcohol test at the first formal interview.
- 2. **Random Testing:** The Company may require employees in safety-sensitive positions to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
- 3. **Individualized Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:
 - a. is or was under the influence of drugs or alcohol;
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
 - e. was operating or was a passenger in a Company vehicle (or personal, rental, or other vehicle on Company business) that was involved in an accident.

In order for "reasonable suspicion" to exist, there must be a basis for forming a belief that testing is justified based on specific, objective, clearly expressed facts and rational inferences drawn from those facts.

C. **Testing Process:**

- 1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
- 2. **Collection Site:** The Company shall designate a certified laboratory to perform the testing. Testing will conform to scientifically acceptable collection, identification, handling and analytical methods, including confirmation of any positive test by a method consistent with industry standards. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action,

which may include termination of employment or rescinding the offer of employment to an applicant.

3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.
 4. **When Conducted:** Testing may occur at any time.
 5. **Samples:** Urine, blood, breath, saliva, and/or hair may be collected as samples for drug and alcohol testing. The procedure for sample collection shall allow privacy for the subject of the test. The sample will be collected in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of a reliable sample. Sample collection will be documented, and the documentation procedures will include labeling to prevent misidentification and reasonable chain of custody and confidentiality procedures. Sample collection, storage and transportation shall be performed so as to reasonably preclude sample contamination or adulteration. Reasonable efforts will be made to respect the dignity of the individual tested.
 6. **Test Results — Positive Tests (failed tests):**
 - a. A confirmatory test will be performed on all samples that show a positive test result on an initial test by gas chromatography/mass spectrometry or an alternate method of equal or greater sensitivity and accuracy.
 - b. If a confirmatory retest is requested, the individual must notify the Company in writing within seven working days after notice of the confirmatory test result of their intention to obtain a retest at a laboratory meeting of the National Institute of Drug Abuse Standards on an untested portion of the original sample, subject to the same chain of custody assurance provided for the original test.
 - c. **Right to Test Result:** An applicant or employee has the right to request and receive from the Company a copy of their test result report.
 - d. Employees and applicants will be allowed a reasonable opportunity to submit written information to rebut or explain the results.
- D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company, with the exception of confirmatory retests. If the confirmatory retest results in a negative test outcome, the Company will reimburse the applicant or employee the cost of the retest.

E. Corrective Action in Response to a Positive Test Result:

1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicles or equipment) pending the outcome of the confirmatory test (and, if requested, the confirmatory retest). An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test or retest is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any corrective and corrective actions including termination of employment or rescinding the offer of employment to an applicant.

F. Privacy of Test Results:

1. Test results and other information acquired as a result of the testing program are private and confidential information and will only be disclosed to Company employees with reasonable business need to know, or as required by a court of law.
2. Test results and other information acquired as a result of the testing program are the property of the Company.

BOULDER, COLORADO

**** Provide Ordinance to Employees in the City of Boulder ****

Boulder Municipal Code §§ 12-3-1 To 12-3-6

12-3-1. — Definitions

The following terms used in this chapter have the following meanings unless the context clearly indicates otherwise:

- Commercial vehicle means any vehicle that meets the definition set forth in the Colorado Department of Public Safety Minimum Standards for the Operation of Commercial Vehicles.
- Employee means a person treated as an employee for purposes of federal income tax withholding:
 - a) who is assigned or anticipated to be assigned to an immediate supervisor located in the city and does not have a principal out of home office located outside of the city; or

- b) who is assigned or anticipated to be assigned more than 33% of the time on the job for a period of more than three months to a job located in the city.
- Employer means a person who pays wages or salary to an employee, an agent of such a person or a person in a position of authority over an employee.

Ordinance No. 5688 (1994)

12-3-2. — Post-Employment Drug Testing Requirements

Except as provided in section 12-3-4, "Exemptions," B.R.C. 1981, no employer shall request or require from an employee any urine, blood or other bodily fluid or tissue test for any drug or alcohol or determine an employee's eligibility for promotion, additional compensation, transfer, corrective, or other personnel action, or the receipt of any benefit, based in whole or in part on the result of such test, unless all of the following conditions are met:

- a) At the time of the request or requirement, the employer has individualized reasonable suspicion, based on specific, objective, clearly expressed facts, to believe that the employee is under the influence of a drug or alcohol on the job, or their job performance is currently adversely affected by use of a drug or alcohol, or the employee has agreed to the test as a part of an employee assistance program after a finding or admission of prior drug or alcohol abuse;
- b) Prior to the administration of any drug or alcohol test, the employer adopts a written testing policy and makes it available to all employees. But a copy need not be provided directly to each employee, so long as a copy is made available freely for inspection by employees at any reasonable time during working hours, without personal identification of the employees. Such testing policy must, as a minimum, set forth all of the following information:
 - 1. The employees subject to testing under the policy;
 - 2. The circumstances under which drug or alcohol testing may be requested or required;
 - 3. The right of an employee to refuse to undergo drug or alcohol testing and the consequence of refusal;
 - 4. Any corrective or other personnel action that may be taken based on a confirmatory test verifying a positive test result on an initial screening test;
 - 5. The right of an employee to obtain, immediately upon request to the employer's custodian thereof, a copy of all records maintained of their initial positive confirmatory test results, and to submit written information explaining any such results;
 - 6. Any other appeal procedure available; and
 - 7. A copy of this chapter;

- c) The collection of any urine specimen is accomplished without direct observation of the genitals by any person other than the employee being tested;
- d) A sufficient specimen is collected to perform two tests, and the one untested specimen is maintained until a negative test result is obtained, or, in case of a positive result, for a period of not less than one year following the date on which the specimen is collected;
- e) No portion of any specimen is tested for pregnancy, and except for preemployment physicals, no portion of any specimen is examined for evidence of any other medical condition, other than for the presence of alcohol or drugs;
- f) The collection, storage and transportation of the specimen is accomplished in tamper-proof containers;
- g) Chain-of-custody documentation identifies how the specimen was handled, stored and tested, at all times;
- h) Positive test results are confirmed by means of gas chromatography/mass spectrometry or an alternate method of equal or greater sensitivity and accuracy;
- i) The employer permits the employee, at the employee's request and expense, to contract with a laboratory meeting of the National Institute of Drug Abuse Standards to have a second confirmatory test performed on an untested portion of the original specimen, subject to the same chain-of-custody assurances provided for the original test; and
- j) The release of the test results is prohibited, except as authorized by the person tested, or to those employees of the employer with reasonable business need to know, or as required by a court of law.

Ordinance No. 5688 (1994)

12-3-3. — Job Applicant Drug Testing Requirements

Except as provided in section 12-3-4, "Exemptions," B.R.C. 1981, no employer shall conduct a drug or alcohol test as part of a preemployment screening or preemployment physical except under the following circumstances:

- a) The employer includes notice that a drug or alcohol test will be part of the preemployment screening process or preemployment physical in the application for employment, or if no application form is required, in all advertisements soliciting applicants for employment, and all applicants for employment are personally informed of the requirement for a drug or alcohol test at the first formal interview;
- b) The drug or alcohol test is required only of Colorado residents who are the single finalist for the position or out-of-state resident finalists for the position who come to Colorado for an interview, if the same test is required of all finalists for that position; and

- c) Subsections 12-3-2(b) through (j), B.R.C. 1981, are complied with concerning job applicants as well as employees.

Ordinance Nos. 5271 (1990); 5688 (1994)

12-3-4. — Exemptions

The following are exempt from this chapter:

- 1) United States government;
- 2) Colorado state government;
- 3) The University of Colorado;
- 4) Boulder County government;
- 5) Boulder Valley School District; and
- 6) Testing of an employee operating a commercial vehicle weighing over 26,000 pounds and for which a Commercial Driver's License is required, or which transports 16 or more passengers, including the driver, under the Controlled Substances Testing Provisions set forth in the U.S. Department of Transportation regulations for commercial vehicles.

Ordinance No. 5688 (1994)

12-3-5. — Employers' Rights

- a) Nothing in this chapter restricts an employer's ability to prohibit the use of, possession of or trafficking in, illegal drugs during work hours, or restricts an employer's ability to discipline an employee for being under the influence of, using, possessing or trafficking in, illegal drugs during work hours or on the employer's premises. Nothing in this chapter restricts an employer's ability to prohibit the use of alcohol during work hours, or restricts an employer's ability to discipline an employee for being under the influence of alcohol during work hours or on the employer's premises.
- b) Nothing in this chapter prevents an employer from conducting routine medical examinations of employees or medical screening in order to monitor exposure to toxic or other unhealthy substances encountered in the workplace or in the performance of an employee's job responsibilities. But no employer shall extend medical screening beyond the specific substance being monitored, and any inadvertently obtained information concerning drug or alcohol use shall be maintained in confidence in the medical record and not disclosed to any employer. No employer shall use any such evidence to determine promotion, additional compensation, transfer, termination, corrective or other personnel action or the receipt of any benefit.

- c) It is an affirmative defense that a person was required to conduct drug or alcohol testing or take corrective action against an employee based on such testing in order to comply with a statute or regulation of the United States or the State of Colorado or any of their agencies or any agency interpretation of such statute or regulation. It is a specific defense that a person, based on specific, objective, clearly expressed facts, was reasonably required to conduct such testing or take such action in order to compete effectively to obtain a contract with the United States or the State of Colorado or any of their agencies.

Ordinance No. 5688 (1994)

12-3-6. — Enforcement

- a) The penalty for violation of any provision of this chapter is a fine of not more than \$1,000 per violation. In addition, upon conviction of any person for violation of this chapter, the court may issue a cease-and-desist order and any other orders reasonably calculated to remedy the violation. Violation of any order of the court under this section is a violation of this section and is punishable by a fine of not more than \$2,000 per violation, or incarceration for not more than 90 days in jail, or both such fine and incarceration.
- b) Any person who commits or proposes to commit an act in violation of this chapter also may be enjoined therefrom by the municipal court or by any other court of competent jurisdiction.
- c) An action for injunctive relief under this chapter may be brought by the city attorney, upon ascertaining that a violation is likely to occur. Nothing in this chapter shall be construed to create a private right of action for damages.

Ordinance No. 5639 (1994)

IDAHO — ALCOHOL AND DRUG TESTING

- A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with Idaho law.
- B. Who May Be Subject to Testing:**
 - 1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
 - 2. **Random Testing:** The Company may require employees to undergo testing on a random selection basis. Once the random selection has been

made, the Company will not waive the selection of any employees identified through the random process.

3. **Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:
 - a. is or was under the influence of drugs or alcohol;
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
 - e. was operating or was a passenger in a Company vehicle (or personal, rental, or other vehicle on Company business) that was involved in an accident.
4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency treatment program or evaluation. The employee may be required to undergo testing without advance notice during the evaluation or treatment period and for up to two years following the treatment program.

C. **Testing Process:**

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company shall designate a laboratory to perform the testing. Testing will conform to scientifically accepted analytical methods and procedures. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action, which may include termination of employment or rescinding the offer of employment to an applicant.
3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.

4. **When Conducted:** Testing may occur at any time and shall be considered as work time for purposes of compensation for current employees.
 5. **Samples:** The collection of samples shall be performed under reasonable and sanitary conditions. The procedure for sample collection shall allow privacy for the subject of the test. The sample will be collected in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of a reliable sample. Sample collection will be documented, and the documentation procedures will include labeling to prevent misidentification and reasonable chain of custody and confidentiality procedures. Sample collection, storage and transportation shall be performed so as to reasonably preclude sample contamination or adulteration. Reasonable efforts will be made to respect the dignity of the individual tested.
 6. **Positive Tests (failed tests):**
 - a. Employees and applicants will be given written notification of a positive drug or alcohol test, including the type of substance involved.
 - b. Employees and applicants will be allowed to discuss and explain the result with a Medical Review Officer or other qualified individual.
 - c. If a confirmatory retest is requested, the individual must notify the Company in writing within seven working days after notice of the confirmatory test result of their intention to obtain a retest at a mutually agreed on laboratory.
 - d. A confirmatory test will be performed on all samples that show a positive test result on an initial test as follows:
 - i. Confirmatory drug test will be conducted by a laboratory using a chromatographic technique such as gas chromatography/mass spectrometry or another comparable reliable analytical method.
 - ii. Confirmatory alcohol test conducted on a saliva sample will use a different testing method to show a higher degree of reliability.
 - iii. Confirmatory alcohol breath test will be conducted either at least 15 minutes after the initial test or using another test method to show a higher degree of reliability.
- D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company, with the exception of confirmatory retests. If the confirmatory retest results in a negative test outcome, the Company will reimburse the applicant or employee the cost of the retest.
- E. **Corrective Action in Response to a Positive Test Result:**

1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test (and, if requested, the confirmatory retest). An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test or retest is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or alters or attempts to alter a sample by adding a foreign substance for the purpose of making the sample more difficult to analyze, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any disciplinary and corrective actions including termination of employment or rescinding the offer of employment to an applicant.

F. Privacy of Test Results:

1. Test results and other information acquired as a result of the testing program are private and confidential information and will only be disclosed or used for internal business use, if required under law, in a dispute or civil action between the Company and the employee or applicant, or to assist in an employee's treatment under an employee assistance program.
2. Test results and other information acquired as a result of the testing program are the property of the Company.

OREGON — ALCOHOL AND DRUG TESTING

- A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with Oregon law.

B. Who May Be Subject to Testing:

1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
2. **Random Testing:** The Company may require employees to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
3. **Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:

- a. is or was under the influence of drugs or alcohol (i.e., has any amount of drugs or alcohol in their system);
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
 - e. was operating or was a passenger in a Company vehicle (or personal, rental, or other vehicle on Company business) that was involved in an accident.
4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency treatment program or evaluation. The employee may be required to undergo testing without advance notice during the evaluation or treatment period and for up to two years following the treatment program.

C. Testing Process:

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company shall designate a third-party laboratory that is licensed under Sections 438.010 to 438.510 of the Oregon Revised Statutes to perform the testing. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action, which may include termination of employment or rescinding the offer of employment to an applicant.
3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.
4. **When Conducted:** Testing may occur at any time.
5. **Samples:** When the Company reasonably suspects an individual is under the influence of alcohol, blood or breath may be collected as samples for

alcohol testing. Urine, blood, breath, saliva, and/or hair may be collected as samples for drug testing.

6. Test Results:

- a. **Positive Tests (failed tests):** A confirmatory test that has been designated by rule of the Oregon Health Authority as the best available technology will be performed on all samples that show a positive test result on an initial test.
- b. **Right to Test Result:** An applicant or employee may request in writing and receive from the Company a copy of the test result report on any drug or alcohol test.

D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company.

E. Corrective Action in Response to a Positive Test Result:

1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any disciplinary and corrective actions including termination of employment or rescinding the offer of employment to an applicant.

F. Privacy of Test Results:

1. Test results and other information acquired as a result of the testing program are private and confidential information.
2. Test results and other information acquired as a result of the testing program are the property of the Company.

UTAH — ALCOHOL AND DRUG TESTING

A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with Utah law.

B. Who May Be Subject to Testing:

1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
2. **Random Testing:** The Company may require employees to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
3. **Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:
 - a. is or was under the influence of drugs or alcohol;
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident;
 - e. was operating or was a passenger in a Company vehicle (or personal, rental, or other vehicle on Company business) that was involved in an accident; or
 - f. is under investigation for workplace theft or other criminal activity.
4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency treatment program or evaluation. The employee may be required to undergo testing without advance notice during the evaluation or treatment period and for up to two years following the treatment program.

C. Testing Process:

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company shall designate a certified laboratory to perform the testing. Testing will conform to scientifically acceptable collection, identification, handling and analytical methods. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action, which may include

termination of employment or rescinding the offer of employment to an applicant.

3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or disciplinary action up to and including termination of employment.
 4. **When Conducted:** Testing must occur during or immediately after the regular work period of the employee and shall be considered as work time for purposes of compensation.
 5. **Samples:** Urine, blood, breath, saliva, and/or hair may be collected as samples for drug and alcohol testing. The collection of a sample will be performed under reasonable and sanitary conditions. The procedure for sample collection shall allow privacy for the subject of the test. The sample will be collected in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of a reliable sample. Storage and transportation shall be performed so as to reasonably preclude sample contamination or adulteration.
 6. **Positive Tests (failed tests):** A confirmatory test will be performed on all samples that show a positive test result on an initial test (i) by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical methods, and (ii) if the sample used for a test is a urine sample, by a laboratory that is certified by the United States Department of Health and Human Services under the National Laboratory Certification Program.
- D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company, including transportation costs.
- E. **Corrective Action in Response to a Positive Test Result:**
1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
 2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result,

refusal, or violation as the basis for imposing any disciplinary and corrective actions including termination of employment or rescinding the offer of employment to an applicant.

F. Privacy of Test Results:

1. Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Company or the testing laboratory to nonmanagement employees or to third-party individuals, government agencies, or private organizations without written consent of the applicant or the employee being tested, or court or similar order.
2. Test results and other information acquired as a result of the testing program are the property of the Company.

TEXAS, WASHINGTON, NEVADA — ALCOHOL AND DRUG TESTING

A. In order to carry out the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to testing in accordance with state law.

B. Who May Be Subject to Testing:

1. **Job Applicants:** The Company may require applicants who have received conditional offers of employment to be tested. If the conditional offer is later withdrawn, the Company will notify the applicant of the reason.
2. **Random Testing:** The Company may require employees to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.
3. **Reasonable Suspicion Testing:** The Company may require an employee to be tested when the Company reasonably suspects that the employee:
 - a. is or was under the influence of drugs or alcohol;
 - b. has violated the Company's written policy prohibiting drug and alcohol use;
 - c. has sustained or caused another employee to sustain personal injury;
 - d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident; or
 - e. was operating or was a passenger in a Company vehicle (or personal, rental, or other vehicle on Company business) that was involved in an accident.

4. **Treatment Program Testing:** The Company may require an employee to be tested if the employee has participated in a chemical dependency treatment program or evaluation. The employee may be required to undergo testing without advance notice during the evaluation or treatment period and for up to two years following the treatment program.

C. Testing Process:

1. **Refusal to Participate:** An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or corrective action up to and including termination of employment.
2. **Collection Site:** The Company shall designate a licensed laboratory to perform the testing. Testing will conform to scientifically accepted analytical methods and procedures. Once the individual is scheduled for a drug test, the individual must report to the designated collection site at the scheduled time. Individuals who fail to report to the collection site at the designated time or fail to provide a specimen suitable for testing may be deemed to have failed the test and may be subject to disciplinary and corrective action, which may include termination of employment or rescinding the offer of employment to an applicant.
3. **Consent:** Upon arriving at the collection site, the employee or applicant will be asked to sign a waiver consenting to the test. Individuals to be tested are allowed to provide relevant information, such as prescription and over-the-counter drug use and other relevant medical information. Refusing to consent to a test may result in withdrawal of a job offer or corrective action up to and including termination of employment.
4. **When Conducted:** Testing may occur at any time.
5. **Samples:** Urine, blood, breath, saliva, and/or hair may be collected as samples for drug and alcohol testing. The collection of samples shall be performed under reasonable and sanitary conditions. The procedure for sample collection shall allow privacy for the subject of the test. The sample will be collected in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of a reliable sample. Sample collection will be documented, and the documentation procedures will include labeling to prevent misidentification and reasonable chain of custody and confidentiality procedures. Sample collection, storage and transportation shall be performed so as to reasonably preclude sample contamination or adulteration. Reasonable efforts will be made to respect the dignity of the individual tested.

6. **Test Results — Positive Tests (failed tests):** A confirmatory test will be performed on all samples that show a positive test result on an initial test by gas chromatography/mass spectroscopy.
- D. **Costs:** All costs related to alcohol and drug testing will be paid by the Company.
- E. **Corrective Action in Response to a Positive Test Result:**
1. **Interim Corrective Action:** The Company reserves the right to transfer an employee with a positive test to another position at the same rate of pay or to temporarily suspend the employee without pay (and prohibit further use of any Company vehicle or equipment) pending the outcome of the confirmatory test. An employee who is suspended without pay will be reinstated with back-pay if the confirmatory test is negative. In the case of applicants, a positive initial test will be verified by a confirmatory test before a conditional offer of employment will be withdrawn.
 2. If the confirmatory test is positive or if an employee or applicant refuses to provide a sample in accordance with this policy, or tampers with a sample, or otherwise violates this policy, the Company may use that test result, refusal, or violation as the basis for imposing any disciplinary and corrective actions including termination of employment or rescinding the offer of employment to an applicant.
- F. **Privacy of Test Results:**
1. Test results and other information acquired as a result of the testing program are private and confidential information and will only be disclosed or used for internal business use, if required under law, in a dispute or civil action between the Company and the employee or applicant, or to assist in an employee's treatment under an employee assistance program.
 2. Test results and other information acquired as a result of the testing program are the property of the Company.

APPENDIX B

In Addition to Sections 7.1-7.14, the Following Sections Apply to ARIZONA Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

ARIZONA — FAIR WAGES AND HEALTHY FAMILIES ACT

All Arizona employees are entitled to earned paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, including normally scheduled hours and hours worked as overtime employees may accrue sick leave at a higher rate than the one hour for every 30 hours worked, per Table 7.3. In addition to the usages permitted in the time-off policy, earned paid sick time may be used for absences related to a public health emergency. Employees may use earned paid sick time for themselves or for family members, including anyone with whom employees have the equivalent of a family relationship as defined in the time-off policy. Notice of need for leave may be given orally, in writing or by electronic means. Employers are prohibited from discriminating against or subjecting any person to retaliation for:

1. Asserting any claim or right under the Act, including requesting or using earned paid sick time;
2. Assisting any person in doing so; or
3. Informing any person of their rights under the act.

The protections and usage requirements outlined in the act are limited to the first 40 hours of paid sick time used each calendar year. Any paid sick time used beyond the initial 40 hours are subject to the guidelines outlined in the Employee Handbook, Section 3 and Section 7.

Any employees rehired within nine months of their employment termination will have their previous accrued but unused paid sick leave reinstated for immediate usage.

In Addition to Sections 7.1-7.14, the Following Sections Apply to CALIFORNIA Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

CALIFORNIA — CALIFORNIA HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014

This act provides employees with a minimum of three days of sick leave for full-time employees. The law allows that sick time can be used to attend to their own or their family's medical needs. This can include time for diagnosis, care, or treatment of an existing health condition or preventative care or for specified purposes for an employee who is victim of crime, abuse, domestic violence, sexual assault, or stalking.

To be covered by the Healthy Workplace Healthy Family Act, employees must have worked in California for 30 or more days within a year from the beginning of employment. Employees, including part-time and temporary employees, earn at least one hour of paid sick leave for every 30 hours worked.

The term "family" under the Healthy Workplace Healthy Family Act includes a child, parent (of the employee or employee's spouse), spouse, registered domestic partner, grandparent, grandchild, sibling and a designated person. A "designated person" is defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship." The designated person is intended to recognize (i) nontraditional family structures, such as where someone may be raised by an aunt, cousin or even a friend of a parent, or (ii) those with whom an employee may have a long term committed relationship without marriage or a legal domestic partnership. Under the Healthy Workplace Healthy Family Act, an employee is limited to naming one designated person per 12-month period.

CALIFORNIA — BEREAVEMENT LEAVE

California law provides California employees (having at least 30 days employment) with five days of bereavement leave upon the death of a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, or for a reproductive loss event, which is defined as failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. This leave is in addition to leaves permitted under the California Family Rights Act. The Company may require documentation to establish the death of the family member. Even though California law does not require that bereavement leave be paid, the Company will provide California employees with the same paid leave as non-California employees when the deceased family member is one defined in Section 7.1. When the deceased is a sibling, grandparent, grandchild, parent-in-law or domestic partner, the employee will receive up to three days paid leave and can take two additional unpaid days; however, legacy sick and/or paid time off may be used (as available), in accordance with Company policies and subject to management approval to cover the unpaid days at the employee's election. While California

bereavement leave can be taken continuously or intermittently, it must be completed within three months of the family member's date of death. If an employee suffers multiple reproductive loss events within a 12-month period, they may take this leave for those events, up to a maximum of 20 days (five days per event) in a 12-month period.

CALIFORNIA — CALIFORNIA FAMILY RIGHTS ACT

The California Department of Fair Employment and Housing requires the Company to provide the California Family Rights Act to all California employees, regardless of employment category.

Under the CFRA, if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 work weeks in a 12-month period for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent, or spouse. The CFRA prohibits us from denying, interfering with, or restraining your exercise of these rights.

Even if you are not eligible for CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take both a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact your designated Human Resources representative. The California Family Rights Act is enforced by the California Department of Fair Employment and Housing, which may be contacted at 800-884-1684.

Additional CFRA Information (In California, registered domestic partners have the same legal rights as a spouse. If both husband and wife work for the Company, CFRA leave is limited to 12 weeks between the spouses only if the leave is:

- To care for a child after birth (bonding); or
- For placement of a child through adoption or foster care.

For eligible employees taking CFRA leave for bonding with a newborn, adoption or foster care placement of a child, the minimum duration of the CFRA leave is two weeks and less than two weeks' duration on any two occasions. Employees must conclude the leave within one year of the birth or placement for adoption or foster care.

Under the CFRA, family includes a designated person, which is defined as “any individual related by blood or whose association with the employee is the equivalent of a family relationship,” and includes domestic partners. Under the CFRA, an employee is limited to naming one designated person per 12-month period.

CALIFORNIA — ENTITLEMENTS FOR CONCURRENT FMLA/CFRA LEAVE

The federal FMLA and California’s CFRA provide for overlapping as well as separate leaves. The following section provides information when FMLA and CFRA overlap and run concurrent with each other. In cases in which the FMLA regulations and CFRA regulations conflict, the law most beneficial to the employee prevails.

FMLA and CFRA both provide for up to 12 weeks of unpaid, job protected leave, but they run concurrently unless the leave involves PDL (refer to Section 7.18, Pregnancy Disability Leave); is related to exigency or care of a service member; or relates to care of a registered domestic partner or child of a domestic partner. Eligible employees can

take a maximum of 12 weeks of leave. If the leave is for a qualifying exigency relating to an employee's spouse, parent, son or daughter serving in the military, the employee will be eligible for 12 weeks of FMLA (only) leave in a 12-month period. These 12 weeks may be in addition to 12 weeks the same employee is eligible for under CFRA.

Benefits and Protection for Concurrent FMLA/CFRA Leave

FMLA/CFRA leaves are unpaid. However, for leave taken under the CFRA, the Company maintains and pays for the employee's health coverage at the same level and under the same conditions as coverage would have been provided if the employee had not taken CFRA leave.

Eligibility Requirements for Concurrent FMLA/CFRA Leave

Employees, regardless of their employment category, are eligible for FMLA/CFRA if they have worked for the Company at least one year and for 1,250 hours over the previous 12 months. To extend a FMLA/CFRA leave beyond the initial certification end date, the employee must provide a new medical certification before the expiration of their previous certification. Employees should contact their designated Human Resources representative.

Serious Health Condition for Concurrent FMLA/CFRA Leave

Refer to Definition of Serious Health Condition in FMLA section above.

Use of Leave for Concurrent FMLA/CFRA Leave

An employee does not need to use FMLA/CFRA in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Substitution of Paid Leave for Unpaid Leave for Concurrent FMLA/CFRA Leave.

The Company requires employees on FMLA/CFRA for their own illness to use available sick accruals and accrued paid time off at the onset of the leave. For reasons other than the employee's own serious health condition, the Company may require employees to use available sick accruals in certain circumstances (refer to Kin Care below) and/or accrued PTO. In some situations, where CFRA leave is taken for reasons other than an employee's own illness, an employee may elect to use sick accruals during the leave.

Employees eligible for an income replacement program — such as Workers' Compensation, Short-term Disability Insurance, the Paid Parental Program, a state disability insurance program, or a similar program — are encouraged to apply for that

benefit. When employees receive less than their regular pay through the income replacement program, they may draw from available sick accruals and/or accrued PTO to make their pay whole, unless otherwise prohibited by law. Under no circumstances will employees be allowed to receive paid leave that, when coupled with another income replacement program, exceeds their regular pay.

Employee Responsibilities for Concurrent FMLA/CFRA Leave

Employees must provide 30 days' advance notice of the need to FMLA/CFRA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and must comply with the Company's normal call-in procedures.

Employees must provide sufficient information to determine if their leave may qualify for FMLA/CFRA job protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider. Employees also must inform the employer if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

To extend a FMLA/CFRA leave beyond the initial certification end date, the employee must provide a new medical certification. The employer cannot request new certification before expiration of prior one, but the employee can voluntarily provide new certification before expiration of the prior certification in order to ensure continuity of the leave. Employees should contact their designated Human Resources representative.

Company Responsibilities for Concurrent FMLA/CFRA Leave

Employees requesting a FMLA/CFRA leave will be notified according to federal and state regulations if the requested leave is eligible under FMLA/CFRA regulations. If eligible the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Company will provide a reason for the ineligibility.

The Company will also inform employees if the leave will be designated as FMLA/CFRA job protected and the amount of leave counted against the employee's leave entitlement. If it is determined that the leave is not FMLA/CFRA job protected, the Company will notify the employee.

Job Reinstatement for Concurrent FMLA/CFRA Leave

Another primary feature of FMLA/CFRA is position reinstatement. Employees on an approved FMLA/CFRA Leave, will be reinstated to the same or equivalent position with equivalent benefits, pay, and other terms and conditions of employment provided that:

- The employee would otherwise have been employed in that same position if the employee had continued working. (An employee has no greater right to reinstatement or to other benefits of employment than if the employee had continued to work during the period of leave.)
- The employee returns to work and is able to perform the essential functions of the job on or before the first scheduled working day after the approved leave.
- The employee's FMLA leave and/or CFRA leave does not exceed leave entitlement.
- Unless required by applicable law, the same or equivalent job is not assured if an employee obtains a leave extension, paid or unpaid, which would cause their total leave to exceed the federal or state leave entitlement.

CALIFORNIA — COURT PROCEEDINGS

California employees may take time off to obtain relief from domestic violence or sexual assault for themselves, an immediate family member (spouse, registered domestic partner, child or stepchild, child or stepchild of a registered domestic partner, brother or stepbrother, sister or stepsister, mother or stepmother, father or stepfather), or as the primary care giver of a victim. Additionally, an employee who is a victim of certain crimes (outside of domestic violence), an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim may take time off from work in order to attend judicial proceedings related to that crime. If you would like more information on the crimes covered in this benefit, please contact your Human Resources representative.

Employees must give their supervisor reasonable notice to obtain relief or attend judicial proceedings related to the crime unless advance notice is not foreseeable. If the appearance in court is unscheduled or an emergency appearance or proceeding is necessary, advance notice is not required; however, employees may be required to provide within a reasonable time after their appearance, documentation from the court that shows the employee, an immediate family member, or someone under the employee's primary care appeared. For additional information regarding pay and leave options related to these types of absences employees should contact their supervisor or designated Human Resources representative.

CALIFORNIA — ORGAN AND BONE MARROW DONOR LEAVE

California employees are entitled to a paid, job-protected leave to be an organ or bone marrow donor to another person due to medical necessity.

Eligibility

Employees are eligible for these California leaves regardless of whether they have worked long enough to earn paid time off (sick accruals or PTO). These leaves are job-protected and no advance notice to the Company is required; but as soon as possible employees must provide the Company with written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation. Employees may take up to 30 business days of paid leave in any one-year period (12 consecutive months from the date the employee begins their leave) for organ donation, and up to five business days in any one-year period (12 consecutive months from the date the employee begins their leave) to donate bone marrow. These leaves may be taken in one or more periods. The donation does not need to be for a family member and can be for any person. An employee may also take an additional 30 days of unpaid leave within the same one-year period for an organ donation to another person.

Benefits and Protection

During leave, the Company must continue the employee's health benefits coverage and pay for the coverage during the leave of absence. The time off for organ/donor leave is not a break in service for the purpose of salary adjustments, sick leave, PTO, other leave for which the employee is eligible, or seniority. This time off is not counted toward the employee's leave entitlement under the Family and Medical Leave Act or the California Family Rights Act.

Paid Leave

The Company requires affected employees to use up to five days of their available sick accruals or accrued PTO to donate bone marrow and up to two weeks of their available sick accruals or accrued PTO for organ donation. Employees eligible for an income replacement program, such as a Short-term Disability Insurance or a state disability insurance program, are encouraged to apply for the benefit. When employees receive less than their regular pay through the income replacement program, they may draw from available sick accruals and accrued PTO to make their pay whole. Under no circumstances will employees be allowed to receive paid leave that, when coupled with another income replacement program, exceeds their regular pay. Any leave time that is not paid by using the employee's available sick accruals or accrued PTO will be paid by the Company.

Job Reinstatement

Employees returning from organ and bone marrow donor leave must be reinstated to the position held when the leave began, or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

CALIFORNIA — PREGNANCY DISABILITY LEAVE

The Company offers Pregnancy Disability Leave to all employees in California upon hire date. In all other states, pregnancy-related disability is covered under FMLA, ADA, pregnancy accommodation, or pursuant to applicable law.

Eligibility for Pregnancy Disability Leave

In California, an approved unpaid, job-protected Pregnancy Disability Leave may be taken for up to a maximum of four months. If the employee is FMLA eligible, the first 12 weeks of PDL run concurrently with FMLA. Once the employee has completed PDL, she may be eligible to take up to 12 additional weeks of leave pursuant to the CFRA after the birth of the child for bonding purposes. (See Section 7.16, California Family Rights Act.) In cases in which the FMLA regulations and PDL regulations conflict, the law most beneficial to the employee prevails.

Benefits and Protection for Pregnancy Disability Leave

Continuation of health benefits for California employees must be maintained by the Company for the duration of the PDL, up to a maximum of four months in a 12-month period. The benefits are at the same level and under the same conditions as if the employee had continued working during the leave period. The continuation of health benefits under CFRA, described above, is separate from the continuation of such benefits during PDL.

Serious Health Condition for Pregnancy Disability Leave

In California, if the doctor believes the employee's work assignment is hazardous to the employee and her baby, the employee may request temporary changes in her work assignment or to be temporarily re-assigned.

Use of Leave for Pregnancy Disability Leave

With certification, employees can use PDL intermittently, in increments as small as one hour. The time off can cover severe morning sickness and prenatal care, including doctor's visits. It can be taken on an "as-needed" basis either before or after childbirth.

Substitution of Paid Leave for Unpaid Leave for Pregnancy Disability Leave

Employees are required to use available sick accruals during PDL and can opt to use accrued PTO.

Employees eligible for an income replacement program — Short-term Disability Insurance, a state disability insurance program, or a similar program — are encouraged to apply for that benefit. When employees receive less than their regular pay through the income replacement program, they may draw from available sick accruals and/or accrued PTO to make their pay whole. Under no circumstances will employees be allowed to receive paid leave that, when coupled with another income replacement program, exceeds their regular pay.

Job Reinstatement for Pregnancy Disability Leave

California employees on an approved PDL will be reinstated to the same or equivalent position with equivalent benefits, pay and other terms of employment unless the employee's job has ceased to exist because of legitimate business reasons; the position is impacted by a reduction in force/layoff; or the means of preserving the job would substantially undermine the ability to operate the Company safely and efficiently. An employee taking leave has no greater right to reinstatement to the same or equivalent position than an employee who has been continually employed.

CALIFORNIA — TIME OFF FOR CIVIL AIR PATROL LEAVE

Any employee who is a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force (Civil Air Patrol), responding to an emergency operation mission is eligible for time off for Civil Air Patrol Leave. Eligible employees are entitled up to 10 days of unpaid, job protected leave per year. The leave for a single emergency mission can't exceed three days unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company. Eligible employees can use available sick accruals or accrued PTO during this time off. This leave will not result in a loss of benefits accrued before the date on which the leave began.

CALIFORNIA — TIME OFF FOR SCHOOL ACTIVITIES/APPEARANCES

With reasonable notification, full-time and part-time California employees who are parents or guardians are allowed up to 40 unpaid hours for each child per school year to participate in kindergarten through grade 12 school or licensed child care provider activities on a scheduled workday.

Employees may be granted this time off as long as the total time for all of the employee's children does not exceed eight hours in a month or 40 hours in a school year. Employees should contact their designated Human Resources representative regarding using accrued PTO. Approved time off for participation in kindergarten through grade 12 school or licensed day care provider activities (e.g., parent/teacher conferences, field trips or meetings) is protected from absence counseling.

Parents or guardians of students may also take off additional time as needed to attend a pupil's school, when requested by the school, in connection with a suspension or expulsion of the pupil.

Nonexempt employees and, if applicable, exempt employees, must first use accrued PTO, and, if accrued PTO is exhausted, this time is unpaid.

CALIFORNIA — TIME OFF FOR VOLUNTEER CIVIL SERVICE

The Company provides unpaid, job-protected time off to eligible employees who volunteer to provide emergency services in times of crisis. The Company also provides eligible employees 14 unpaid days off per year for training. Eligible employees are firefighters, peace officers and emergency rescue personnel, whether volunteers are partly/fully paid while providing emergency services. Eligible employees can use available sick accruals or accrued PTO during this time off.

In Addition to Sections 7.1-7.14, the Following Sections Apply to COLORADO Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

COLORADO — COLORADO FAMILY CARE ACT

In addition to leave to which an employee is entitled under the federal Family and Medical Leave Act, employees in Colorado are also entitled to leave to care for the employee's civil union partner or domestic partner under the Colorado Family Care Act. A domestic partnership must be one that is registered with the state or municipality, or is recognized by the Company. Leave taken pursuant to the Colorado Family Care Act runs concurrently with leave taken under the FMLA, and does not increase the total amount of leave to which an employee is entitled during a 12-month period under the FMLA, Colorado Family Care Act, or both.

COLORADO — DOMESTIC ABUSE LEAVE LAW

Employees are permitted to request or take up to three working days of leave from work in any 12-month period, with or without pay, if the employee is a victim of domestic abuse, stalking, sexual assault, or any other crime related to domestic abuse (as the term “domestic abuse” is defined in C.R.S. § 18-6-800.3(1)).

COLORADO — PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI)

The Colorado Family and Medical Leave Insurance (FAMLI) Program creates a state-run program for providing job protection and paid leave to eligible full- and part-time Colorado employees. The Colorado Division of Family and Medical Leave Insurance (the “Division”), not the Company, determines whether an employee’s application is approved and the employee may receive benefits. If you have questions regarding your FAMLI application or benefits, please contact the Division by email at [CDLE FAMLI info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us).

This policy is intended to comply with the requirements of The Colorado FAMLI Program. In the event of a conflict between the Colorado FAMLI Program and this policy, the Colorado FAMLI Program controls.

Beginning Jan. 1, 2024, FAMLI will provide Colorado Employees with 12 weeks of paid family and medical leave funded through a payroll tax. Employees who take leave for pregnancy or childbirth complications may receive up to 16 weeks of FAMLI leave.

FAMLI Payroll Tax

Through the end of 2024, premiums will be 0.9% of the employee’s wage (0.45 percent to be paid by the Company and 0.45 percent to be paid by the employee).

Leave under FAMLI

Eligible employees are entitled to job-protected FAMLI leave in an application year for any of the following reasons:

- Up to 12 weeks to bond/care for a child following birth, adoption, or placement through foster care;
- Up to 12 weeks to care for a family member with a serious health condition;
- Up to 12 weeks to care for the employee’s own serious health condition;

- Up to 16 weeks for a serious health condition related to pregnancy complications or childbirth complications;
- Up to 12 weeks to take “qualifying exigency leave,” meaning the employee’s family member is active duty military service or has notice of an impending call to active duty;
- Up to 12 weeks for “safe leave.”

To qualify under the “safe leave” provision, an employee must be using the leave from work to: (1) obtain a civil protection order; (2) receive medical care or mental health counseling for themselves or a family member; (3) secure the home from the perpetrator; or (4) seek legal assistance to address issues that arise from domestic violence, stalking, sexual assault, or abuse.

For purposes of FAMLI, “family member” includes a child (whether biological, adopted, a stepchild, a child of a domestic partner or a child to whom the individual stands in loco parentis), a parent, a person to whom the covered individual is legally married or a domestic partner, a grandparent, grandchild or sibling of the covered individual or the covered individual’s spouse or domestic partner, and any other individual with whom the individual has a significant personal bond that is or is like a family relationship.

Benefits under FAMLI are capped, but the caps adjust year to year. Employees are permitted to take FAMLI leave in increments of one hour. FAMLI leave may be taken continuously, intermittently, or in the form of a reduced work schedule.

Employees may apply for and receive benefits from the State of Colorado if they are eligible by contacting the Colorado Department of Labor – Division of Family and Medical Leave Insurance at: <https://famli.colorado.gov/individuals-and-families>.

Employees must make a reasonable effort to schedule FAMLI leave so as not to unduly disrupt business operations. When the need for FAMLI leave is foreseeable, an employee must provide at least 30 days’ notice. When the need for leave is not foreseeable, or 30 days’ notice is not possible, Employees must provide notice as soon as practicable.

Leave taken under FAMLI, regardless of whether the employee receives paid benefits from the State of Colorado, runs concurrently with other leaves, including but not limited to FMLA and/or Colorado’s Family Care Act. In addition, where employees elect to use accrued paid time off (including but not limited to time covered by the Colorado Healthy Families and Workplaces Act) during a period of absence covered by FAMLI, such

absences will run concurrently under the Colorado Healthy Families and Workplaces Act.

Generally, unless the position otherwise has been eliminated, an employee who has taken family or medical leave under FAMLI, and has worked for the Company for at least 180 days, is entitled to return to the employee's previous position or to an equal position, with the same status, pay, employee benefits, length of service credit and seniority as the of the date of leave.

COLORADO — VOLUNTEER AND CIVIL AIR PATROL WORKERS

Civil Air Patrol and other volunteer emergency workers working for qualified volunteer organizations, who are requested to respond to a disaster emergency, will be entitled to take unpaid leave for up to 15 working days each year. In order to be qualified, volunteer organizations must be certified to the Colorado Division of Homeland Security and Emergency Management, Office of Emergency Management by a sheriff, local government, state agency, or by a local emergency planning committee. Eligible employees can use available sick accruals or accrued PTO during this time off.

COLORADO — VOLUNTEER/EMERGENCY SERVICES LEAVE

The Company will provide leave to an employee who is a volunteer firefighter and who fails to report to work because the employee has responded to an emergency summons if the employee provides the Company with a written statement from the chief of the fire department that the employee's absence was due to the response. The Company will provide leave to an employee who is a volunteer firefighter and who leaves work to respond to an emergency summons, if:

1. The Company does not deem the employee to be essential to the operation of the Company's daily enterprise;
2. The Company has previously received written documentation from the Fire Chief of the employee's fire department notifying the Company of the employee's status as a volunteer firefighter;
3. The emergency is within the response area of the employee's fire department and is of such magnitude that the emergency summons issued by the fire chief requires all firefighters to respond; and
4. The chief of the employee's fire department provides the Company with a written statement verifying the time, date and duration of the employee's response.

The Company may deduct time lost from employment caused by a response to an emergency summons from the wages of an employee who is a volunteer firefighter.

In Addition to Sections 7.1-7.14, the Following Sections Apply to NEVADA Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

NEVADA — NEVADA PREGNANT WORKER'S FAIRNESS ACT

Employees and applicants with needs related to pregnancy, childbirth or related medical conditions may request a reasonable accommodation to enable them to perform their job. The Company will make reasonable efforts to accommodate individuals covered under applicable state law. Depending on the circumstances, reasonable accommodation may include modifying equipment, revising break or work schedules, providing space for the expressing of milk, allowing light duty, or allowing a temporary transfer to a less strenuous or hazardous position. Employees are notified of these rights upon the start of their employment and within 10 days following disclosure of a pregnancy.

NEVADA — DOMESTIC VIOLENCE LEAVE

An employee who has been employed by an employer for at least 90 days and who is a victim of an act that constitutes domestic violence, or whose family or household member is a victim of an act that constitutes domestic violence, and the employee is not the alleged perpetrator, is entitled to not more than 160 hours of leave in one 12-month period. Hours of leave may be paid or unpaid by the employer; must be used within the 12 months immediately following the date on which the act that constitutes domestic violence occurred; may be used consecutively or intermittently; and if used for a reason for which leave may also be taken pursuant to the Family and Medical Leave Act, leave must be used concurrently.

NEVADA — LEAVE FOR SCHOOL-RELATED ACTIVITIES

Private employers with 50 or more employees must grant up to four hours of leave per school year in order for an employee to attend their child's school conferences and school-related activities/events. Eligible employees are entitled to take up to four hours of leave for each child they have enrolled in school. If accrued PTO is exhausted, this time is unpaid.

NEVADA — VOLUNTEER SEARCH AND RESCUE, RESERVE OR CIVIL AIR PATROL MEMBERS

An employer may not terminate or recommend termination of an employee for any reason relating to the employee's membership in a volunteer search and rescue or reserve unit of a sheriff's department or a Civil Air Patrol unit. Eligible employees can use available sick accruals or accrued PTO during this time off.

In Addition to Sections 4.2, 4.3 and 7.1-7.14, the Following Sections Apply to OREGON Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

OREGON — OREGON WORKPLACE FAIRNESS ACT

In addition to the protections under Sections 4.2 and 4.3. Sexual Assault is defined as: Unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Penalties

We will not tolerate discriminatory conduct, harassment or sexual assault. Any individual found to have engaged in such conduct may face corrective action up to, and including, dismissal. The Company may also subject managers and supervisors who fail to report known harassment — or fail to take prompt, appropriate corrective action — with corrective action up to, and including, dismissal.

Retaliation Protections

The Company prohibits retaliation against any employee for filing a complaint regarding conduct in violation of this policy. The Company will not tolerate retaliation against any employee for raising a good faith concern, for providing information related to a concern, or for otherwise cooperating in an investigation of a reported violation of this policy. Any employee who retaliates against anyone involved in an investigation is subject to corrective action, up to and including dismissal.

Reporting Procedure

Any employee aware of or experiencing discrimination, harassment or sexual assault in the workplace should report that information immediately to their direct supervisor, a more senior supervisor, a Human Resources representative, and/or register the complaint or concern via the Risk/Ethics Hotline at zionsethics.com or at 1-800-280-3361. Employees may report to any of the persons listed above, regardless of any

particular chain of command. All employees are encouraged to document any incidents involving discrimination, harassment, and/or sexual assault as soon as possible.

Nondisclosure or Nondisparagement Agreements

Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault. A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company. A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with a company and allows a company to not rehire that individual in the future.

The company will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

Time Limitations

Nothing in this policy precludes any person from filing a formal grievance with the Bureau of Labor and Industries' Civil Rights Division, the Equal Employment Opportunity Commission or in accordance with a collective bargaining agreement (if applicable). Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

OREGON — OREGON FAMILY LEAVE ACT

Eligible employees are provided with job-protected leave to care for themselves or family members in cases of illness, injury, childbirth or adoption in accordance with the Oregon Family Leave Act. In all circumstances, our policy will be interpreted and applied in accordance with applicable state regulations. For more information, contact your Human Resources representative. Here are the parameters:

- If you have been employed for at least 180 days and worked an average of at least 25 hours per week during the 180-day period immediately before the date

the leave would begin (except for parental leave, when no weekly average is required), you can request up to 12 weeks per year away from work under OFLA;

- Due to your own serious health condition (including pregnancy-related conditions) (“medical leave”);
- To care for your child, spouse, registered domestic partner, parent, parent-in-law, grandparent, or grandchild with a serious health condition (“medical leave”);
- To care for a newborn, adopted or foster child (“family leave”);
- To care for your child with a nonserious health condition requiring home care (“sick child leave”); or
- To make funeral or memorial service arrangements for, attend the funeral or memorial service of, or grieve a family member who has passed away, not to exceed two weeks per death of a qualifying family member.

In addition to the 12 weeks per year described above, eligible employees are allowed more than 12 weeks of unpaid leave under the following limited circumstances:

1. a female employee who takes leave for a pregnancy-related disability may take an additional 12 weeks in the same year for any qualifying purpose under this policy; and
2. a male or female employee who has taken a full 12 weeks of parental leave may use up to 12 additional weeks of sick child leave in the same year.

During a public health emergency, as declared by the proper authorities, employees are eligible to use OFLA after only 30 days of employment (as opposed to the usual 180 days). Once the public health emergency declaration expires and is not renewed, the eligibility returns to 180 days.

During a public health emergency OFLA coverage applies to all employees notwithstanding a temporary separation from employment and/or a temporary cessation of scheduled hours. During a public health emergency OFLA may be used for all the reasons listed above, as well as due to the closure of a child care provider or school.

Please note that our OFLA policy treats registered domestic partners and spouses alike for purposes of OFLA leave. For example, the term “parent-in-law” includes the parent of a spouse or registered domestic partner.

Serious Health Condition: For purposes of this policy, a serious health condition is defined as any illness or injury that involves:

- In-patient care in a medical care facility such as a hospital, hospice or residential facility such as a nursing home:

- A condition that the treating health care provider judges to pose an imminent danger of death, or that is terminal in prognosis with a reasonable possibility of death in the near future:
- A condition that requires constant or continuing care (such as home care administered by a health care professional).
- Any period of incapacity or disability due to pregnancy or childbirth or period of absence for prenatal care.
- A condition that results in a period of incapacity or treatment for a chronic serious health condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, or epilepsy).
- A period of incapacity, which is the inability to perform at least one essential job function, or to attend school or perform regular daily activities for more than three consecutive calendar days and any subsequent required treatment or recovery period relating to the same condition. This incapacity must involve two or more treatments by a health care provider or one treatment plus a regimen of continuing care.
- Permanent or long-term incapacity due to a condition for which treatment may not be effective, such as Alzheimer’s disease, a severe stroke or terminal stage of a disease. The employee or family member must be under the continuing care of a health care provider but need not be receiving active treatment.
- Multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days in the absence of medical intervention or treatment (such as chemotherapy for cancer, physical therapy for arthritis, or dialysis for kidney disease).

Twelve-month Period

We use the rolling backward method for calculating when the 12-month leave usage period begins and ends. Under this method, the amount of leave available for a 12-month period is calculated by looking backward from the date the employee’s first OFLA leave begins to determine how much leave is actually available based on the employee’s use during the previous 12-month period.

Notice

You must give us reasonable notice of your desire to use leave. We expect at least 30 days’ written notice if the leave is not due to an emergency or unforeseen reason for leave. If this is not possible, notice is required as soon as you know you will need the leave, and no later than 24 hours within starting leave.

Medical Certification: Before we can formally approve the leave, you must provide medical certification of your serious health condition, the serious health condition of your family member, or the nonserious health condition of your child (beginning with the fourth occurrence of sick child leave in one year). The Human Resources representative can supply a form for you to use. In certain cases, we may provisionally approve your leave while you are waiting for the written certification from your doctor. However, we will expect you to return a completed medical certification to us within 15 days of our request or before your leave begins if you have provided 30 days' advance notice.

If you use OFLA during a public health emergency for the purpose of closure of a child care provider or school, you will be asked to provide the child's name, the name of the child care provider or school as well as a statement that no other family member is willing and able to care for the child. If the child is over 14 years of age, the statement should include the special circumstances that prevent the child from being able to care for themselves.

Scheduling of Leave

When the need for leave is foreseeable, we expect you to consult with us concerning the scheduling of leave and to make a reasonable effort to schedule your leave so that it does not unduly disrupt our operations.

Intermittent Leave

Your doctor may require medical leave to be taken on an intermittent or reduced schedule basis (e.g., fewer hours per week). We require specific certification for intermittent leave, including periodic re-certifications. During intermittent leave, we may find it necessary to transfer you on a temporary basis (with equal pay and benefits) in order to maintain continuity and consistency within the affected work area; we will only do this if you voluntarily agree to the transfer. We generally do not grant family leave on an intermittent basis. If you are using intermittent leave, you will be required to let us know at each use if the leave is not for the qualifying reason. Once you have been certified for intermittent leave, the presumption will be the leave is for the qualifying reason unless you tell us differently at the time of the leave.

Pay

Your leave is unpaid. If, however, you have accrued unused PTO or sick leave, you must use all such unused time. Sick leave may be used only if the reason for leave will qualify under the terms of the sick leave policy. Once you exhaust your paid leave, your remaining time off will be unpaid.

If you are using OFLA covered bereavement leave, the Company's bereavement policy will run concurrently with the OFLA bereavement leave. This means the three-day paid leave under the Company policy may be used to receive pay for three days of the OFLA bereavement leave. For the remaining unpaid leave days, if you have any accrued but unused PTO available, you must use that leave in conjunction with the OFLA bereavement leave.

Benefits

You do not accrue PTO or other benefits while on unpaid leave.

Coordination With Other Family Member Employees

When two family members work for us, both employees may not take concurrent leave unless (a) one employee needs to care for the other employee who is suffering from a serious health condition; or (b) one employee needs to care for a child who has a serious health condition while the other employee is also suffering from a serious health condition.

Overlapping Leaves

In certain situations, family and medical leave may overlap and run concurrently with other leaves.

Workers' Compensation Leave

An employee who is unable to work because of a disabling injury compensable by workers' compensation is exempted from OFLA and we will not count your workers' compensation absence as OFLA time off. However, if you are qualified to work light-duty and decline to accept our offer of light duty, any leave after this date will be counted as OFLA time off.

Disability Leave as Reasonable Accommodation

If you are diagnosed with a disability (as defined under the law) that prevents you from performing the essential duties of your job, and if your doctor requires you to be on leave for more than 12 weeks, you may be eligible for a leave of absence beyond 12 weeks as reasonable accommodation under the disability laws.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

This leave will run concurrently with your OFLA leave.

Return From Leave

In most circumstances, you can return from approved leave to your former position or, if your job has been eliminated, an available equivalent position with equal pay and benefits.

This section summarizes our OFLA policy. Employees who intend to request a leave under this policy or who have questions related to the policy are encouraged to contact their Human Resources representative.

OREGON — LEAVE FOR SPOUSES OF MILITARY PERSONNEL

Employees who work an average of at least 20 hours per week and are spouses of military personnel who are either deployed or on leave from deployment during times of military conflict are eligible to take up to 14 days unpaid leave from work per deployment before deployment and/or during leave from deployment. To be eligible, the military personnel must be a member of the Armed Forces of the United States, the National Guard, or the Reserves and notified of either (a) an impending call or order to active duty, or (b) impending leave from deployment.

Any employee who intends to take this leave must provide us with notice of their intention within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment. An employee who takes leave may choose to substitute any accrued, unused paid leave for any part of the leave. Military family leave counts against an employee's general OFLA leave entitlement, if any. Please contact your Human Resources representative for additional details regarding this unpaid leave.

OREGON — LEAVE FOR CRIME VICTIMS

An employee who has been the victim of a crime, or whose family member (including spouse or registered domestic partner) has been the victim of a crime, may be entitled to an unpaid leave of absence to attend criminal proceedings related to the crime. To be eligible for this unpaid leave, an employee must have worked an average of 25 hours or more per week for 180 days prior to the request for leave. Employees must provide reasonable notice of their intention to take leave under this policy, discuss the approximate length of the leave with their supervisor, and provide copies of scheduling notices upon request. Employees may use any accrued, unused paid leave for all or part of their absence. If the employee's leave would create an undue hardship on the Company, the leave may be limited, and the employee may request that the court take the employee's work schedule into account when scheduling the proceedings. Please

contact your Human Resources representative for additional details regarding this unpaid leave.

OREGON — LEAVE FOR VETERANS DAY

In accordance with Oregon law, an eligible employee who is otherwise scheduled to work on Veterans Day is entitled to take the day off upon request. Employees are eligible if they served on active duty in the Armed Forces for at least six months and received a discharge under honorable conditions. Military service in a reserve or National Guard unit does not qualify an employee as a veteran unless the employee was deployed or served on active duty for at least six months. We may deny the veteran request if it would cause a significant economic or operational disruption or an undue hardship. In those circumstances, we will allow the employee a single day off before the following Veterans Day to honor the holiday. Employees seeking Veterans Day off must make the request with at least 21 days' advance notice. Please contact your Human Resources representative for additional details regarding this unpaid leave.

OREGON — PAID SICK LEAVE

Employees will accrue OPSL at the rate of one hour for every 30 hours worked with a maximum annual accrual of 40 hours per year. Unused OPSL may carry forward into the next year, with a maximum carry forward of 40 hours. The OPSL bank may never exceed 80 hours. Once an employee has accrued 80 hours, no additional OPSL will accrue until the employee uses any OPSL bringing the leave bank below the 80-hour cap. OPSL will accrue during the first 90 days of employment, it just may not be used. Employees may only use 40 hours of OPSL in any calendar year.

Reasons for Leave

Employees may use OPSL for the following situations:

- For the diagnosis, care or treatment of the employee's or the employee's family member's mental or physical illness, injury or health condition, including preventative medical care;
- For the employee's or the employee's family member leave under the Domestic Violence, Harassment, Sexual Assault or Stalking Policy;
- If the Company or the employee's child's school or day care is closed by order of a public official due to a public health emergency; or
- If the employee needs to care for a family member whose presence in the community jeopardizes the health of others as determined by a public health authority or a healthcare provider.

Definition of Family Member

For the purposes of OPSL, “family member” means:

- The spouse or domestic partner of an employee;
- The biological, adoptive, or foster parent or child of the employee;
- The grandparent or grandchild of the employee;
- A parent-in-law of the employee; or
- A person with whom the employee was or is in a relationship of in loco parentis.

Eligible Employees

In order to use OPSL an employee must have worked at least 90 calendar days for the Company. Use of OPSL. OPSL may be used in increments of one hour to cover all or part of a shift. OPSL must be used if an employee is absent for a qualifying reason and the employee has OPSL in their leave bank. Accrued but unused OPSL will not be paid out at termination. Notice for Use of OPSL.

Foreseeable Leave

If the reason for taking OPSL is a foreseeable absence, such as a pre-scheduled medical appointment, the employee must provide written notice as soon as possible, but not less than one week prior to the need for leave. When the employee uses OPSL for a foreseeable absence, the employee shall make every effort to schedule the leave, so it does not unduly disrupt the Company’s operations.

Unforeseeable Leave

If the reason for leave is unforeseeable, the employee shall provide notice by following the Company’s call-in procedure.

Certification

If an employee uses OPSL for more than three consecutive shifts, the Company may require reasonable documentation that the OPSL is being used for a qualifying absence. If the employee has questions as to what is reasonable documentation, they should check with their supervisor.

Payment of Sick Leave

Sick leave will be paid at an employee’s regular rate of pay for the week in which the employee uses sick time. Exempt employees will be paid their regular salary for the regular hours the employee would have worked.

Payout at the End of Employment

OPSL will not be paid out at termination of employment. OPSL may not be converted to cash.

Coverage of Your Shift

Employees who use OPSL will not be asked to find their own coverage for their shift. Neither will they be asked to work longer hours in order to make up the time they use for OPSL qualifying reasons.

Retaliation against employees who request or use OPSL is prohibited. We encourage you to report any concerns to your Human Resources representative.

OREGON — BONE MARROW DONATION

Employers must provide accrued paid leaves of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The total length of leaves shall be determined by the employee, but shall not exceed the amount of already accrued paid leave or 40 work hours, whichever is less, unless agreed by the employer. The employer may request verification by a physician of each leave requested by the employee to donate bone marrow. For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

OREGON — LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

In accordance with Oregon law, reasonable leave will be granted for employees who are victims (or parents/guardians of minor/dependent victims) of domestic violence, sexual assault or stalking. Unpaid leave under this policy may be requested for the following purposes:

- To seek law enforcement assistance or legal help;
- To obtain medical treatment or recovery;
- To attend counseling from a licensed mental health professional;
- To seek services from a victim service provider (for example, a domestic violence shelter or rape crisis center); or
- To relocate an employee's residence or to secure an existing home.

Employees taking leave under this policy must use any accrued unused PTO or sick leave (if the absence otherwise qualifies under the sick leave policy) in conjunction with

this leave. If the leave also qualifies under our OFLA Family Medical Leave policy, the leaves will run concurrently. Employees may be asked to provide certification of the need for leave. Such certification may include, but not be limited to, police reports or documentation from a court, attorney or health care professional. The Company will not unlawfully discriminate or retaliate against an employee because of the employee's status as a victim of domestic violence, sexual assault or stalking, or because the employee requires medical attention or psychological counseling related to domestic abuse, sexual assault, or stalking; services from a domestic violence shelter, program, or rape crisis center; or must participate in safety planning. Except as required by law or as necessary to protect the employee's safety, the Company will maintain the confidentiality of any documents indicating that an employee is a victim of domestic violence, sexual assault or stalking.

Please contact your Human Resources representative for additional details regarding this unpaid leave. If an employee is a victim of domestic violence, sexual assault and/or stalking, and is concerned for their on-going safety upon their return to work, the employee is encouraged to discuss their concerns with their Human Resources representative so an appropriate safety plan can be determined.

OREGON — VOLUNTEER FIRE FIGHTERS

When an employee — who is a volunteer firefighter of a rural fire protection district or a firefighter employed by a city or a private firefighting service — requests unpaid leave under the Oregon Emergency Conflagration Act, they may be granted a leave of absence in order to perform the necessary firefighting services under the act. All requests for this leave must be in writing. The length of leave will depend on the length of the call to service under the act. Employees taking such leave will not face discipline or retaliation for taking the leave. The employee may choose to use accrued paid leave if available in order to be paid for the time away.

In Addition to Sections 7.1-7.14, the Following Sections Apply to WASHINGTON Only

For additional information regarding pay and leave options related to these types of absences employees should contact their designated Human Resources representative.

WASHINGTON — PAID SICK LEAVE

The Company provides a paid sick accrual benefit as outlined in Section 7.4 of the Handbook. Pursuant to state and local law, Washington-based employees are entitled

to certain benefits that may be enhancements to the sick accrual benefit as outlined in this section. All Washington-based employees, with the exception of part-time and seasonal employees, accrue paid time off that exceeds the state law requirement of one hour for every 40 hours worked, including overtime. However, part-time and seasonal employees do accrue sick time at a rate of 56 minutes per week with a maximum accrual of 48 hours. Employees are entitled to use accrued paid leave beginning on the 90th calendar day after the start of their employment.

Employees may use paid sick leave for the reasons outlined in Section 7.4 of the Handbook as well as:

- To care for their health needs or the health needs of their family members.
- When the employees' workplace or their child's school or place of care has been closed by a public official for any health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act.

WASHINGTON — PREGNANCY AND CHILDBIRTH DISABILITY LEAVE

Upon hire date, the Company offers leave to all employees in Washington who are sick or temporarily disabled due to pregnancy or childbirth for the period of temporary disability that is certified by the employee's medical provider.

WASHINGTON — DOMESTIC VIOLENCE LEAVE

Employees who are victims of domestic violence, sexual assault, or stalking are permitted to take reasonable leave from work to take care of legal or law enforcement needs, seek treatment for physical and mental injuries, obtain services from a shelter or social services program, obtain mental health counseling, participate in safety planning, relocate, or take other actions to increase safety from future incidents. Family members of a victim may also take reasonable leave to help the victim seek treatment or obtain help and services. "Family member" includes a child, spouse, parent, parent-in-law, grandparent or person with whom the employee has a dating relationship.

Victims of domestic violence, sexual assault, or stalking and their family members may take reasonable leave from work for any of the reasons set out in the law. The amount of leave that is reasonable depends on the individual circumstances based on the reason for the leave. Employees may choose to use sick leave or other paid time off, or unpaid leave time.

WASHINGTON — FAMILY CARE ACT

Employees with available paid sick leave or other paid time off are permitted to use the employee's choice of paid leave to care for a sick minor child with a routine illness, for a spouse, registered domestic partner, parent, parent-in-law or grandparent with a serious or emergency health condition or for a sick adult child who is incapable of self-care because of a physical or mental disability. An employer may not discipline an employee for leave taken under this law.

WASHINGTON — FAMILY LEAVE ACT

Washington's Family Leave Act provides up to 12 weeks of protected leave in a 12-month period for eligible employees. To be eligible, an employee must be employed at least 12 months with the employer and must have worked 1,250 hours in the 12-month period preceding the requested leave.

In most cases, the FLA will run concurrently with the Family Medical Leave Act and the enforcement rights are under the federal law.

Washington employees have additional rights under the FLA in the following three circumstances:

1. In the case of pregnancy, when a woman works for an employer who has 50 or more employees within 75 miles of the pregnant woman's worksite, she will qualify for 12 weeks of FLA in addition to PDL ordered by her health care provider. This will give her more total protected leave from work than her 12-week entitlement under the FMLA because, in most cases, PDL will count against her 12 weeks of FMLA but not against her FLA. The FLA does not run during PDL. Instead, the 12 weeks of FLA will begin to run after PDL.
2. In a case when an employee qualifies for FMLA and the employee needs leave to care for a registered domestic partner with a serious health condition, the employee can use up to 12 weeks of FLA for this purpose. Only the FLA will run, and the employee will still have 12 weeks of FMLA available for FMLA-qualifying purposes.
3. If a qualifying employee exhausts all or part of their FMLA entitlement because of qualifying exigency leave, the employee may still have access to all 12 weeks of state FLA. This is because certain military exigencies are not covered under the FLA and certain covered servicemembers do not meet the definition of family member under the FLA. In such cases, the FLA will not run when the FMLA is running for those purposes.

If a qualifying employee situation does not fit into any of the three circumstances described above, the FMLA supersedes the FLA.

WASHINGTON — PAID FAMILY AND MEDICAL LEAVE

If you qualify for Paid Family and Medical Leave, you will be allowed to take up to 12 weeks, as needed, if you:

- Welcome a child into your family (through birth, adoption or foster placement);
- Experience a serious illness or injury;
- Need to care for a seriously ill or injured relative; or
- Need time to prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to a family member's military deployment. For specifics on military-connected paid leave, visit www.dol.gov/whd/regs/compliance/whdfs28mc.pdf.

If you face multiple events in a year, you might be eligible to receive up to 16 weeks, and up to 18 weeks if you experience a serious health condition during pregnancy that results in incapacity.

Taking Leave

Employees who have worked 820 hours in the qualifying period (equal to 16 hours a week for a year) will be able to apply to take paid medical leave or paid family leave. While on leave, you are entitled to partial wage replacement. That means you will receive a portion of your average weekly pay. The benefit is generally up to 90% of your weekly wage, with a minimum of \$100 per week and a maximum of \$1,000 per week. These payments will be paid by the Employment Security Department. Unlike the federal Family and Medical Leave Act, employees of small businesses may take Paid Family and Medical Leave if they meet the standard eligibility requirements. Please go to paidleave.wa.gov for more information on how to apply for benefits.

Employees who return from leave under this law will be restored to a same or equivalent job if they have worked for the Company for at least 12 months, and have worked 1,250 hours in the 12 months before taking leave. You can keep your health insurance while on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost while on leave.

The Company is prohibited from discriminating or retaliating against you for requesting or taking paid leave.

WASHINGTON — MILITARY FAMILY LEAVE

Employees who work an average of 20 or more hours per week may take up to 15 days of unpaid leave per deployment during a period of military conflict of a spouse or domestic partner who is a member of the Armed Forces, National Guard, or Reserves when the spouse or domestic partner has been (a) called for or ordered to active duty or (b) receives leave from deployment. Employees do not have to take all of the leave at the same time.

Employees must notify the Company of their intention to take leave within five business days of receiving notice of a call to active duty or leave from deployment.

Military Family Leave is unpaid; however, employees have the right to use any accrued paid time off for all or part of the leave.

WASHINGTON — LEAVE FOR CERTAIN VOLUNTEER EMERGENCY SERVICES PERSONNEL

Washington employees who are volunteer firefighters, reserve officers, or civil air patrol members may take unpaid leave related to an emergency call or emergency service operation. Eligible employees may use available sick accruals or accrued PTO during this leave.